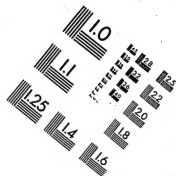
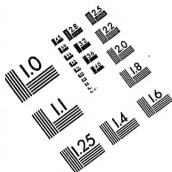




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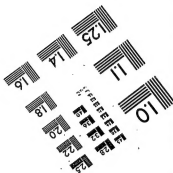
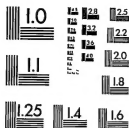
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Thomas A Edison Papers

A SELECTIVE MICROFILM EDITION

PART II
(1879-1886)

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Frederick, Maryland
1987

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**Thomas A. Edison Papers
at
Rutgers, The State University
endorsed by
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18 June 1981**

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START

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THOMAS A. EDISON PAPERS
A SELECTIVE MICROFILM EDITION
PART II
(1879-1886)

REEL 56

DOCUMENT FILE SERIES (DOC-16)

D-80-048 through D-80-049
("Telephone - Foreign - Europe" through "Telephone - Foreign - United Kingdom")

1880. Telephone - Foreign - Europe (D-80-048)

This folder contains correspondence, agreements, incorporation papers, and other documents relating to the business of the Edison Telephone Company of Europe, Ltd. and the Societe du Telephone Edison. Many documents concern the negotiations among the Edison companies and their competitors that led to the establishment of the Societe Generale des Telephones in 1880. Much of the correspondence is by Theodore Puskas, Edison's agent for Continental Europe, and by Joshua F. Bailey, the European representative of the Western Electric Manufacturing Company. Some of the correspondence is in the form of cable messages to and from "Heracilite," a code name used by Bailey. Related material can be found in the Edison Telephone Company of Europe Minute Book (Company Records Series).

All the documents have been filmed except for duplicate copies of selected documents.

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company transmits and RECEIVES messages only on conditions, limiting its liability, which have been accepted by the Government in various acts. Messages sent by the company are not to be used for any other purpose than the transmission of messages, and the Company will not be held liable for any loss or damage to messages transmitted or delivered of the Western Union Telegraph Company. The message has been RECEIVED AND TRANSMITTED in full, and is subject to removal of the message, under the conditions stated herein.

A. H. BREWER, Secy

NORVIN GREEN, President.

Date New York Jan 2 1890

Received at

To Thomas A. Edison
Menlo Park

READ THE NOTICE AT THE TOP.

Will be on eleven
oclock train Saturday
doctor white died
in Paris on Monday
I shall be ready
to go with Garcia on
20th Jan

James H. Barker

27th

11:59 AM



DREXEL, HARRIS & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

31. Boulevard Haussmann

Paris 3 Jan'y. 1880.

Dear Sir,

Compagnie Generale des Telephones.

Since writing you Decr 16
as per enclosed press copy, all the
legal requirements making your new
Power of Attorney operative have been
completed with, and the parties inter-
ested have been notified of my
readiness to act for you the moment
they are prepared to have the neces-
sary papers in connection with the
new Company executed. - I fear,
however, that before the matter is
completed they are likely to have
several more meetings for the
placing of the shares, formation
of Council of Administration, &c.

The matter retains my
full attention.

Yours, dear Sir,
Your obedt. servant,
John W. Morgan

Thomas A. Edison Esq.
Menlo Park
N.J.

Estate of
SAMUEL S. WHITE, Dec
Cheestnut Street, cor. Twelfth.

Philadelphia, Jan 2 1880

Mr. J. A. Edison
to R. K. Cutting & Co.
14 William St.
New York
Dear Sir Yours of 10th recd
this morning.

We nominate
Mr Henry M. Lewis as a
director of the Edison Tel Co.
of Europe to represent the Es-
tate of S. S. White. Dec. Mr. Lewis
is one of the Trustees of the
Estate and therefore will properly
represent the stock.

Yours respy
Trustees Esq. S. S. White
R. K. Cutting

24

Jan 13, 80

Cable
Edison

Do you authorize
Hargis take one sixtieth
Puskas interest instead
Roosevelt

Bailey

14 Paris

felt

Paris

14 June 1880.

My dear Sir,

Two days ago all the parties interested in the Telephone business with the exception of Mr Gower signed the Statute of the Co. Today we have arrived at an accord by which Mr Gower will sign tomorrow. This individual has been very much puffed up by the notice that has been taken of his Telephone & has been a troublesome subject for the last 3 or 4 weeks as our friends Berthou & Huskas were formerly in our Co. It is quite probable that the money for the Patents will not be paid over until the Statute shall have been forwarded to you & to Gray for your ratification. This is our account of a technical defect in the Powers of Attorney detected by the Notaries who have drawn up the papers for the formation of the Co. We shall try to get over this difficulty but it is not certain that we shall succeed. In this case the documents will probably be despatched by Friday (16th) Mail, the same mail with this letter. Birtou & I are making arrangements to commence the working in Belgium. We propose to work Belgium & the two Countries on a basis of 20% to go for the Patents in (Belgium Co.) & to furnish 1/3rd of the money, the Western Electric 1/3rd & parties in Belgium 1/3rd, the proceeds to be divided in the same proportions after deduction of the 20% set apart for the Patents. This will give us (Belgium Co.)

T

45% of all proceeds of the business. A large sum of money will be required we shall begin putting up the Telephone exchanges with such number of subscribers as can be obtained at the moment & organize the Co afterwards. Whilst I was absent in the States Mr Wattbark came from St Petersburg to Paris for the purpose of getting the Electric Light & finding that that was not ready made a contract with Puskas to introduce the Telephone in Russia. The terms that he agreed to were terms that can never be realized in Russia - That however is his affair & I have written him that his propositions are rejected. He has remitted 2000 francs for the expenses of a person to go to St Petersburg to show the Telephone. If the result of the exhibition is satisfactory the funds encouragement to go on with it he will then sign the contract & will commence active operations with a view to forming a large Company. I proposed at first to send Brown 3 or 4 days ago to St Petersburg but he consulted a physician who told him that he would not live more than a few days if he went there. Mr Barton kindly offered to let me have Swinuer but I think a few days hence Swinuer will be much needed here. I have proposed today to Mr Puskas to go there to make these experiments, and it is pretty well decided that he will go after 3 or 4 days. From Austria we have good reports from his Brother as to his obtaining a privilege from the Government. Parties with whom his Brother has been negotiating

sent here. 3 or 4 weeks ago a draft of a proposed Contract.
The terms of the Contract are however entirely inadvisable.
B wrote to say that I would leave for Vienna about the
10th of this month. I hope that matters here will be in
such shape that I can leave in the course of next
week, so that in the course of this month we shall
be in movement outside of France. Should Mr. Barker
not have left before this reaches you, will you please send
him this letter. I do not write to him directly on account
of the uncertainty as to his receipt of a letter because I
know he is too much occupied with Wall Street business
to give much attention to matters here. I hope you will
be able to send here before very long, models of the pump
I am hoping to show them off. There is a great deal
of interest amongst Bankers & several of the most -
important Houses have told me that they are very
desirous to try for the Light as soon as we are
ready to propose any plan for operations. I have
written to Griffin in this mail explaining the reasons
of the Telegram sent you. Understand perfectly the reasons
of your reticence but the same time it would have been
better if the Telegram had come along more freely
either from you or from Griffin. No injudicious use would
have been made of them. The persons who are
concerned here in the operations on gas that are as
careful in regard to being recognised as connected with
such operations as you are yourself & you may be sure
that I should be especially careful that your name
should not be brought in in such way as to associate

BRANCH HOUSES

New York, 707 and 709 Broadway,
Boston, 13 and 16 Tremont Row,
Chicago, 14 and 16 E. Madison St.

SAMUEL S. WHITE,

DENTAL DEPOT AND MANUFACTORY,

CHESTNUT STREET, COR. TWELFTH.

Philadelphia, Jan'y 16 1850
A. L. Cullingford, Esq.
Secretary Edison M. C. of Europe
New York

Dear Sir,

Having read
the minutes of the meeting of the Edison
Telephone M. C. of Europe held on the 14th
inst. I write to say that the proceedings
have my entire approval.

Yours Respectfully
A. M. Lewis, Director

The Edison Telephone Company of Europe Limited
herely reports and certifies as follows:

First: The amount of the Capital Stock
of said company is one hundred thousand dollars.

Second: The proportion of such Capital
Stock actually paid in is $\frac{1}{10}$ to wit - five
thousand dollars.

Third: The amount of the existing assets
of the company is the value of its interest in the
invention and patents hereinafter referred to
the value of which cannot be yet estimated
and the nature of such assets is certain interests
and titles in and to inventions in and relating
to Speaking Telephones and in Letters Patent of
European Countries therefor

Fourth The Company has no debts

Fifth The names of the Stock-
holders of the Company are Thos A Edison, Estate
of S S White deceased, Joshua F Bailey, James
H Parker, Robert L Cutting and Robert L
Cutting Jr

Sixth: The Company has declared
no dividend since its organization.

Witness our hands this "any" day
of January in the year 1880

(Signed) R. L. Cutting Jr
- secretary

R. L. Cutting

T. A. Edison

Edison Telephone Co. Ltd

1880/1/1

T. A. EDISON,

Menlo Park, N. J.

1880.

My Dear Sir,
N. A. Edison
in Park

My Secretary Mr. Brown
will call upon you today.
Will you be able to
see him answer

At Eggenrich

Yr. friend

Edison

For value received I do hereby sell, assign,
transfer and set over unto Henry McLeods
Ten Shares of the capital stock of the
Edison Telephone Company of Europe, limited,
and do authorize and empower
or any substitute appointed by
him for that purpose to make and execute
all necessary transfers of the same on the
books of the Company.

Dated this twenty second day of January, 1880

In presence of

S. T. Jones
Chas. W. Dodge.

Witness
J. Clarence White, Secretary
Estate of S. S. White.

PUBLISHER OF
THE
Dental Cosmos,
A MONTHLY JOURNAL.
Price, \$2.50, in advance.

SAMUEL S. WHITE,

Dental Depot,

Chestnut Street, Corner of Twelfth.

PHILADELPHIA

Jan'y 24 1880

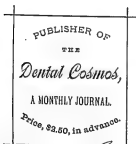
Mr R. L. Cutting, Jr.
Secretary } Edison Light
} Europe

Dear Sir,

The Estate of
Samuel S. White holds the assignment of
Joshua F. Bailey to Samuel S. White of one
undivided equal half part of all his interest
in & under a contract made May 2, 1879
between J. A. Edison, Jas. H. Barker and
J. F. Bailey relating to certain patents issued
to J. A. Edison for his Electric Light & its use
in Europe

Will you please note this assignment
on the books of the Company.

Yours Respectfully
H. L. Lewis
for Samuel S. White



SAMUEL S. WHITE,

Dental Depot,

Chestnut Street, Corner of Twelfth.

PHILADELPHIA

January 24/1880

Mr R. L. Cutting Jr
Secretary, Edison Telephone Co
of Europe

Dear Sir,

The Estate
of Samuel S. White holds the assign-
ment of John A. Bailey to Samuel White
of Five Thousand Dollars (\$5000.00)
par value of the Capital Stock of the
Edison Telephone Co of Europe Will you please
note this assignment on the books of the
Company.

Wm. H. K. Gaffney
Att. Lewis
for Estate of S. S. White

JAMETEL AMÉDÉE
St. Rue Vierge.

File Paris, le 28 jany 1880

My dear Sir:

The fusion is broken
up. Have not time to write
details today, will by Bridg
mail, we shall hold our
own. Yours in haste

J. H. Bailey

Thos A Edison Esq.

Please ask Giffen to
take time to write me the
news at Lab.

DREXEL, HARRIS & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

31, Boulevard Haussmann's

Paris, 4th January 1890.

Dear Sir,

Compagnie Générale des Téléphones.

My last letter was dated the 3rd inst.

After having signed at the meeting of the 6th inst, what was then supposed to be the last papers required for constituting the new company, I had hoped ere now, to have been able to report to you a settlement of the affair.

Very difficulties however appeared and frequent meetings followed, the final result of which, I much regret to say, appears to be, that the fusion of the 3 Telephone Cos., in other words the formation of the company, for which, by your power of Atty, you requested me to act in your name, is, for the moment at least, abandoned and each company apparently resumes its former independence.

At the sundry meetings so many legal points came constantly up for discussion, that I thought best to guard your interest by acting under assistance

of legal counsel only, which I have done throughout
and I therefore refer for all particulars to his
enclosed letters of the 19th, 26th, & 28th inst.

I consider it my duty to add, that although
the failure is apparently brought home to Mr. Bailey,
I have found in him a very intelligent, hard
working gentleman, who, it seems to me, did his
utmost to bring about what had been promised
but who had to overcome not only absence of
assistance from those he might have expected it
but even difficulties created by others.

I shall report further to you as occasion
offers, meanwhile

I remain, Dear Sir,

Yours very truly,

John W. Waring

Thomas A. Edison Esq
Menlo Park
N. J.

NEW YORK - BOSTON -
PHILADELPHIA - CHICAGO -
NEW ORLEANS - SAN FRANCISCO -
HAMBURG - LONDON

Office hours,
from 10 a.m. to 6 p.m.
(the middle of the hours is leisure)

Henry Harrissel?
Attorney and Counsellor at Law.

30, Rue Cambaccière,

Paris, Jan'y 19th 1850

John H. Harpes Esqr

My dear Sir

New difficulties have arisen — not so much on account of Mr. Gower refusing to bring into the new Society all the telephonic inventions he may make within the next five years (as does Mr. Edison) — which may yet be overcome, but because of Mr. Bailey seeming to me to be unable to furnish the one million of francs which he must bring in immediately.

I am informed that he can get that sum from Mr. Erlanger or the Crédit mobilier, but apprehends that by so doing he would jeopardize the success of the operation, as in the hands of those parties it would become exclusively a gambling, stock speculating affair. Mr. Bailey now thinks of forming a separate company.

Yours faithfully

Henry Harrissel

ok file

Paris, 30 rue Cambasérès
 January 26th 1880

John H. Harpes Esq.

My dear Sir:

I regret to inform you that in the matter of Mr. Colison's Telephones, after five arduous and protracted meetings, we are left advanced than we were when you signed the contract on the 6th inst.; and I even apprehend that the matter will fall through with all sorts of complications!

The document which you signed on the 6th was the supposed last link of a long chain of previous agreements which had been signed since October 1879, - all equally binding.

Mr. Gower was the only party, who owing to his being absent, did not affix his name to the contract of the 6th. I then thought that his signature, which had been promised by his associates, was the only requisite to close up the matter; and that after Mr. Colison had sent you the supplementary power of atty which had then been considered indispensable, you would be placed at once in possession of 200,000 £ in money and 166,666 2/3 in shares to be disposed of according to the

instructions contained in Mr Edison's letter to you of the 21st of November.

This was a sad mistake!

Admitting that all the parties had come to an agreement and signed the contract of the 6th, the parties who act for and with Mr. Edison were then bound to subscribe and pay up in instalments, shares to the amount of one million of francs, most of which sum had to be forthcoming immediately. Now, not only the money on our side was not then ready, but it is not ready to-day, nor do I know where it is to come from!

I am tired that the "Crédit mobilier" has offered the money to Mr. Bailey who refuses to accept the terms on which the money is to be supplied, 1st because it would throw the entire matter in the hands of that Institution, and become at once the basis of stock jobbing operations, 2^d, because Mr. Edison's interest would have to be transferred at a price evidently less than had been first agreed.

Be that as it may, Mr. Sawyer has been fighting throughout and refused to sign on the plea that a certain clause in the contract of the 6th might be interpreted as binding him to give the Company, without indemnity, not only all his present telephone inventions with future improvements

relating thereto, but also all the telephonic inventions he might make in the future, whether they were like or pertaining to the "Gover Telephone" or called, or different from that instrument.

To conciliate matters, I took upon myself, in your name, to go to the whole extent of the agreement of the 21st of Nov. 1879, which Mr. Bailey handed me last week, viz: to give without indemnity the benefit of our Edison's future telephonic inventions for Five years, and the proceeds for the 10 years following.

The other members of the Fusion, have accepted these terms, but Mr. Gover has not yet done so, although he now seems disposed to accept it, with certain slight modifications.

But suppose he does, and that at the next meeting which is called for Tuesday, 27th inst. all the parties sign the final documents; how will we perform the second part of the contract, that is, furnish them and there the million of frames?

Mr. Bailey informs me that he is negotiating still with moneyed institutions and may get succeed, but that in case he does not, will break off, of course, retire from the Fusion, stand the risk of an action for damages on the part of the other parties, and at once start a separate Company, which he is now

now preparing, on the basis of the Edison Telephone alone, or perhaps, in conjunction with Sauter's.

In this case, another complication will spring up. All the Edison patents are pledged to the "Communitaires," who in the first instance have advanced the 230,000 fcs (Bent, Dr. Evans & Co.) which have enabled Mrs. Bailey and friends to keep the Edison Telephone before the public, make experiments, manufacture instruments &c.

Something unexpected may turn up at the last moment and alter the present aspect of the case, but I am free to say that my hopes and expectations are not very sanguine.

Mrs. Faithfully
Henry Harrison
of Counsel

Yours
Henry
Young 19th 80
" 28th "
" 29th "

Henry
and
Harrison
Telephone matters

NEW YORK - BOSTON -
PHILADELPHIA - CHICAGO -
NEW ORLEANS - SAN FRANCISCO -
WASHINGTON - CITY.

Office hours,
from 10 a.m. to 5 p.m.
(the number of hours is 4 hours)

Henry Harrissel
Attorney and Counsellor at Law.

30, Rue Cambacères.
Paris, January 28th 1890

John N. Harjes, Esq. Paris.

Dear Sir

As I apprehended in my report of the 26th inst. the failure of the "Fusion" of the three Telephonic Companies is now complete. It was so decided by them at yesterday's final meeting. The cause is Mr. Bailey's inability to raise his share of the capital, viz one million of francs.

We now revert to first principles, the three telephonic associations resuming their former independence, and dividing among themselves the cost of the attempt, which however, does not seem to be large. The money for said expenditures was advanced last October by the Crédit mobilier. I don't know what share will fall on the Crédit party.

On the other hand, I gather from a paper for liquidating the original association between Messrs. Benson, Chatard, Puskas-Bailey

and W. Evans, - which, I think, holds the Circum
French patents of as a guarantee for fcs. 100,000
advanced to Gustav & Bailey, - the latter have
to return 55,555 fcs as their returnable
share of the said 100,000 fcs, and besides,
13,567 fcs, as their share of money expended.

To these various sums will have to be
added my expenditures and fees - which
I shall set at a very low figure, owing to
our poor success, notwithstanding the efforts

of
Yours very truly

Henry Harrisse

Paris Feb 5, 1880
E. M. Barton
No answer

Paris Feb 5, 1880.
47 Rue de Berri.

J. A. Edison, Esq.
Mead Park, N.Y.

Dear Sir:— The condition of the Telephone business here is not so bad as it might be nor so good as it might be.

Bailey is making a most plucky fight and thinks he is going to pull through. He has about 80 subscribers with 15 connected in an exchange, and the other wires building as fast as possible. He gets three or four new subscribers a day, with a fair chance of increasing the rate as soon as his men get the hang of it. He has excellent names so far on his list.

The other people together have about 225 subscribers. They have at present the most money, the most wires, the most employees. But Bailey has the advantage of having an exchange in actual operation, whereas the other people have nothing that you could call an exchange, although they have switchboards and cables and things enough about their place for a dozen exchanges. I have heard it said by people

who are good judges that they will have to throw away everything they have got before they will be able to work an exchange with subscribers.

How long they will be finding out what a telephone exchange is remains to be seen. They will work like leavers, and they have some good people among them.

My confidence in the success of the Edison Exchange rests in the good work that Bailey himself does, and in the merits of the instruments.

They will have a few wires over buildings but the bulk of them must go under ground. That means static induction and induction from telegraph wires. The Roosevelt Power Southern people have the Brown telephone and the Black's Transmitter.

When you have killed the induction from one wire to another, and have your wires in lead pipes or iron pipes or hanging on the wall of a sewer you have cut down your margin a great deal. It is under these circumstances that the Edison transmitter shows at its best by the side of the Blakie.

I find so many drawbacks in the matter of starting a shop here that I am much

inclined to come home and talk it over more fully before incurring any expense in the matter.

It is no use to start in here unless we do it on a large scale, and I am not sure we want to do it.

I am remaining here and doing what I can to help Bailey in the Electrical side.

If he had not wished me to stay I should have gone along to Italy and Germany before this time and perhaps have gone on home.

I don't see that it was any fault of Bailey's that the fusion did not go through. He worked hard for it.

If he weathers the next few weeks I am in hopes to see him in as good a position as he could have held if the fusion had not failed. For some time after I got here there was apparently no ground for doubting that the fusion was sure. They had meetings and signed the act of incorporation but the big bankers seemed to get jealous of each other and if failed, fortunately Mr. Edison

3. Cable O'Leary 10/100

Edison

Menlo Park

SpJ

Ask me Kunkin's address

Cable him but his wife

Communication with

me. Can't get time

to write him

Kunkin

Baile

2 Paris

[TO JOSHUA P. BAILEY]

✓ Cable Feby 11, 88

Heradite Paris

Care Drapel Marges

5 Menlo Park N.Y.
Feby 11, 88

Josephine Co

Blank No. 2.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS Messages only on condition, limiting its liability, which have been printed on the reverse of this card, and which are subject to the conditions of the General Regulations of the Western Union Telegraph Company.

This message is an UNRECORDED MESSAGE and is delivered by request of the sender, under the conditions stated above.

A. B. HILVER, Sec'y.

MORVIN GREEN, President.

Dated

New York Sept 17 1891

Received at

12:53 PM

To

Mr Edison

READ THE NOTICE AT THE TOP
Banker cables this morning
Crouch telephone company failing
measures taken for liquidation
assign your interest to
Edison telephone company limited
and send here to
me I will with
New Company protect your
interest in full also
White's estate. Notify Lewis
Philadelphia do same - Amer-
ty telegraph

W.R. Mucker

46 paid

No. 7.

[TO JAMES H. BANKER]

T. A. EDISON.

Menlo Park, N. J.,

July 17 1880

Meekbank Paris

Drexel Harjes have my
power attorney I can
do nothing from here it
is too complicated see
Harjes

Edison

21 M Park

317 M 9 No

3 Cable

Feb 17, 80
4:15 pm

Edison men to park ng

Wait important cable
tomorrow or day after
advise White
Bailey

Paris
Direct
H-9

Blank No. 1

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on conditions, limiting its liability, which have been printed and are a part of the contracting message.

Messages are received station only by repeating a message back to the sending station for transmission, and the Company is not liable for any delay in transmission or delivery of messages.

A. K. BREWER, Sec'y

NORVIN GREEN, President.

4 Dated Paris 2/19 1880

Received at Via New York

36 Edison

men to park

READ THE NOTICE AT THE TOP.

Shall cable
tomorrow

Bailey

3 paid

Loren

8:14 pm

NP

Paris
Via N.Y., Feb 20, 80
9:45 P.M.

Edison
(Menlo Park N.J.)

Since February first have
personally furnished funds expenses
avoiding judicial liquidation which
would sacrifice everything hundred
twenty in Paris Exchange Commission
Marseilles Bordeaux New strong
parties entering paying out
former special I mail accounts
liquidation twenty third Cable plan
organization Sunday Monday
advise white

Bailey

As

Paris, 22 February 1880.

My dear Sir:

Enclosed herewith you will find sheet showing the liquidation of the Soc. de Filatures, from which you will see that there is a loss to the owners of the patent, up to Feb. 1. current, of 6,000 francs. By the condition of our contract the losses and profits are equally shared, so that our special partners are entitled to have returned to them the amount paid in, less 6,000 fr. — If we make an amicable liquidation we can get control of our patent and go on with our business. If we make a judicial liquidation our business is stopped and it is good bye for the telephone business not only in France but in all Europe for us. In a judicial liquidation our patents are sold to the highest bidder for the term of 2 years from last Dec. If the business were stopped and the patent put up, in either case, they would probably be bought in by the Credit Mobilier, and at the end of the two years they would be worth nothing to us.

When the judicial broke there was no one in our Company that would put up a cent to go on with the business, and we had debts due the Government and others which there was no money to pay. I went to Mr. Haughey and borrowed 10,000 fr. on the security of E.C., should I stand, to me, I paid 5,000 fr. of debt and took the direction of the business with 2,000 fr. to fight two suitcases and a half. Neither Mr. Beithon nor Mr. Puckey have made any opposition to me up to the present time. I secured Mr. Beithon's acquiescence by an arrangement to buy him out; Mr. Roosevelt was still in the company, and represented 1/3 of the special partners' interest; the Credit Mobilier decided to buy him out and this would have forced us into a judicial liquidation. I traded with Roosevelt for the interest at 70,000 fr. (seven thousand more than par, but 20,000 less than it had cost him). — 20,000 fr. of this amount was payable on or before the 14th inst. The 20,000 fr. of capital with which I commenced was on the 14th inst. reduced to 2,000 fr. and made the 2,000 fr. was 2,000 fr. security bills to pay. I went to Mr. Haughey and arranged with him for 40,000 fr. additional on the security of our share of E.C. of which the whole was judicially placed in the French Company and our half of my interest in the Soc. de Fil. of Genes, with the obligation to repay him by the 14th Aug. 10,000 fr. for the 20,000 fr. redemption of the above. The circumstances in which all our interests were, made the transaction a desperate one if these interests are worth anything and if they are not it is a bad one for Mr. Haughey. There was probably no other person in Paris who would have done it on the same terms. When the judicial broke we could not have taken 2,000 fr. for the works of our French patents, I believed that you and all other parties interested would accept your part in the transaction if it were the means of saving us from judicial liquidation, and I asked all my interests on that, for the common interest.

2

Since I took the business, (the 1st February,) we have increased our list of subscribers from 62 to 125. The names added to our list are from among the largest banks and most important business houses, such as Banque d'Alsace, the Ben Munkash, the Banque de Louvre, the Credit Foncier of France, Nacibelle & Co, etc. Our opponents have lost the 100,000 considerable increase in the number when we went together. Besides this in company with Mr. Banton we have made a move in Marseilles, where we have already about forty to fifty subscribers engaged, and in Bordeaux where we have also made a good progress. Mr. Banton calling on Senibron, so there, we hope to begin in better degree in the week.

The question that I desire to submit to you and the White Estate is whether you desire me to go on, and to support me in my effort to save your interests and to make them valuable, or whether you desire to give them up to creditors; you cannot be parties to new struggles and quarrels over your interests without sacrificing both you, and mine, while I put up to save you, or save as many of you as I can, by giving you powers or your convenience, place in France, to creditors, you will not only sacrifice your European interest, the London interests here could support any more suitable arrangement. Mr. Haig's for now a solid interest in the success of the White Estate. If you will call on Mr. Banton he will tell you that Mr. Haig's judgment is of your work and situation. — If you or the White Estate have done anything that would either take Mr. Haig's representation of your interests from Mr. Haig, or the White from ~~me~~ me, you should come to the contrary of your having any confidence in the representations here made.

We are now in negotiation with our parties to take up the business, and the business in the last three weeks has made friends and gained support. I shall cable you tomorrow evening again. I cabled you Friday evening a brief summary of the situation in hope of preventing action on your part that would be contrary to all our interests.

I think you will see that the only case in which you are in danger of any liability on account of the D'Hall business, is in that of its falling into a judicial liquidation through interference and mismanagement shown in the way of the efforts now being made to save it. These efforts have already given it a value sufficient to clear all parties from liability. Hope for the support that will enable us to do a good deal better than that.

Yours sincerely,
J. D. Baily

Thomas A. Edison Esq.

+ Mr. Lewis.

Société A. Berthon & Co dite du Téléphone Edison.

Actif social :

Apports par M. M. Bailey & Buckles par dépôt de deux actions encaissées à l'ordre de la jouissance de l'année qu'il représentent en nature 66.667.	
Cautionnement en	45.000.
Mobilier, Matériel, Marchandises Bail s'opère à l'avance 11 mois à parfait	50.000.
	<u>161.667.</u>

Passif social :

Crédit par Béné	65.000.
du à l'usine	7.000.
du à Béné	16.667.
Apportements de garantie à son profit 1110	6.000.
Impression	1.000.
	<u>95.667.</u>

L'actif net est de 66.000.

Liquidation des droits sociaux :

M. M. Bailey & Buckles représentent l'apport en nature	200.000.
de l'actif social est affecté à l'usufruit	66.000.
L'usufruit est de	184.000.
Ne reste donc un profit de	184.000.
Annulation de l'article 10 de l'acte	

Sociétés Bailey & Buckles apportant à l'actif social en nature établie à l'actif	64.000.
	<u>66.667.</u>
Donc : 1/3 par M. Bailey c. 44.555.55	133.667.
2/3 par M. Buckles c. 22.111.11	
Le total de l'actif social est de 133.667.	
ou 66.50 % du total de 200.000 l'apportement	
Donc : 1. Bailey est affecté	66.000.
2. l'usufruit à l'actif par M. M. Bailey & Buckles pour l'usufruit de l'actif	67.000.
	<u>133.000.</u>

Le total de l'actif social est de 133.000.

L'usufruit de l'actif est de 67.000.

Capital de l'actif social 200.000.

Si l'actif social est affecté à l'usufruit de l'actif

à l'usufruit de l'actif social 161.667.

Apport de l'actif social par

M. M. Bailey & Buckles par

M. M. Bailey & Buckles c. 67.000.

Ne reste donc un profit de 228.667.

De 228.667 l'actif social est affecté à l'usufruit de l'actif

à l'usufruit de l'actif social 95.667.

Le capital de l'actif social est de 66.50 %

Donc : 1. Bailey c. 44.555.55

2. M. Buckles c. 22.111.11

Le total de l'actif social est de 133.667.

ou 66.50 % du total de 200.000 l'apportement

Donc : 1. Bailey est affecté

2. l'usufruit à l'actif par M. M. Bailey & Buckles pour l'usufruit de l'actif

161.667.
66.667.
228.334.
161.667.
66.667.
228.334.

161.667.
66.667.
228.334.
161.667.
66.667.
228.334.

161.667.
66.667.
228.334.
161.667.
66.667.
228.334.

3/ Paris
Via New York
July 23 - 1890

Edison
Mills Park
n.d.

Contracts preparing
submit Harriess
tension further
advices need necessary
advices relatives

14 collect Bailey
330

R. + S. M.

11.17 P M

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on condition, limiting its liability, which have been accepted by its master of the following message. Service can be started again only by repeating a message back in the sending station for re-acceptance, and the Company will not be held liable for any delay in transmission, delivery or re-acceptance of messages.

A. R. BREWER, Sec'y.

NORVIN GREEN, President.

Dated Cable 2/24 1888

Received of W. V. R. M.

G. Edison
Moulodashy

READ THE NOTICE AT THE TOP.
I recommend strongly
no interference with
Bailey apprehending
otherwise great loss
to all concerned you
had better telegraph
White estate and
Gray same effect
Harper
Hof

Paris July 24, 80

Harris to Edison

Copy sent to Executors Estate
of Dr. J. White Philips
July 25, 80

JAMES W. WHITE.

J. CLARENCE WHITE.

HENRY M. LEWIS.



TRUSTEES OF
SAMUEL S. WHITE,
Dental Depot,

Chestnut Street, Corner Twelfth.

Philadelphia, May 24 1880

Mr. J. M. Edison
Manhattan Park N.Y.

Dear Sir,
Your favor
of yesterday is at hand
the losing copy of a telegram
pertaining.
Much obliged.

Yours truly
J. W. White
per H. M. Lewis

John K. Porter,
Governor of New York,
Gen. Walter Smith,
Chief Justice Stone,
Geo. S. Hamilton,
Wm. L. Porter.

P. O. Box 1836.

Porter, Lowrey, Loren & Stone,
Attorneys & Counsellors at Law,
No. 3 Broad St. New York.

Nov. 24. 1882.

My Dear Sir: I am, New York, N.Y.
of Apple & Stone Co. you, as you know, first
of the Paris in a fortnight as Consul
General. He will have abundant facilities,
for an examination, of access to intercourse
with influential people in France. I think
from some conversation with him & say
that he might be useful to you in Paris
in respect to your interests there. (Telephone
of Elihu Ligon) and that he would be glad
to have an interview with you before he goes.
If you could call upon him yourself
might it not be expedient for him to
meet him in your hearing. Mr. Ligon does
not doubt this and this letter is my own
idea.

Yours truly, J. W. L.

DREXEL, HARRIS & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

31, Boulevard Haussmann;

Paris. 24 Feb. 1880.

Dear Sir,

I confirm my last of January 29
prev. copy of which herewith.

I understand that Mr. L. H. Banker
has been in Paris the last 8 or 10 days (though he
has not called upon me, nor have I met him), and
that he advises a Judicial Liquidation of the
French Telephone Company.

I consider that such a step would be
highly prejudicial to the interests of all parties
concerned, as does Mr. Pailey also, who would
heavily feel any such step, and expresses him-
self strongly against such a proceeding.

I requested my Counsel, Mr. Harrison,
to consult with Mr. E. M. Patton, at present in Paris,
and I believe known to you, and who seems to
be au courant of the whole affair, and herewith
I hand you the reply. Mr. Harrison makes me thereon
on receiving same this morning. I thought best to
cable you, as annexed, not confirmed.

Yours, Dear Sir,
Very truly,
Your Obedt. Servant,

Wm. H. Harrison Esq.

New York. John W. Waring

Paris 24 Feb. 1880
Wm. H. Harrison Esq.
New York
For Mr. W. H. Harrison Esq.

copy of Telegram.

I recommend strongly no interference
with Bailey apprehending otherwise great loss
to all concerned you had better telegraph
White estate and say same effect.

NEW YORK - BOSTON -
PHILADELPHIA - CHICAGO -
SAN FRANCISCO - SEATTLE -
WASHINGTON, D.C.

Henry Harrison

Attorney and Counsellor at Law

St. John's Cambridge

Paris, February 22 1880

Dear Mr. Charles, I have been investigating the present condition of the Telephone and find that Mr. Bailey is working hard, skillfully and honestly, single-handed and with largely odds against him. Whether he will finally succeed in establishing for a company or subscribers enough to make the venture pay, is more than I can say. Although Mr. E. M. Barton with whom I have a long conversation this morning is of opinion that this can be achieved. But what I am confident of is that if anything profitable can be made to come out of this person's telephone innovations and projects in France, Mr. Bailey is the only person who can bring it about - as I look at that point! But he must not be hampered in any way, especially by those who have an interest in the venture. A hard divided against itself will fail, is a truism, still more forcible when applied to strangers in a strange land.

As for throwing the French Telephone Co
into judicial liquidation, I have turned it up
for disgrace in this country and particularly
that of Mr. Egan, and to commence such
a suicidal proceeding. A liquidator for the purpose
of creditors don't exist in France. They force
the U. S. Referee to appoint a bankruptcy
and the action is forced upon a formal
and solemn declaration in open Court that
the party seeking that kind of relief is
unable to pay his debts, and asks
the rules of the National of Commerce to name
a receiver or liquidator. I called upon Mr. Egan
standing that business in France, he said
a simple matter and I said this was a matter
of law and I said I would handle it and I said
also that I would have to draft a
thing for it and I said I would handle it
with all my might as I deem it my
duty to save this Egan's name and
such a shame. I said I would handle it
and I said I would handle it and I said
and I said I would handle it and I said

Paris, 25 Feb., 1882.

My dear Sir:

Mr Banker arrived in Paris the 12th inst.
I was unable to find where he was, till the 18th.
The first interview was devoted principally to an effort
on my part to convince him that a judicial liquidation, (the French a declaration of bankruptcy) would be the ruin of the Rothschilds in Russia and in Europe.
The fact, I stated, would be to convince him that at any rate our special partners must be bought off amenable, or otherwise they could pour us into judicial liquidation.
I proposed to Banker to buy a part of the special partners interest and enter in the French affairs. He said it would cost too dear; that he wanted to get in on French ground.
I told him that he had seen that we couldn't get rid of our special partners except by paying them off.
He replied that White & Carter & Co. ought to be satisfied if they got off without being called on to pay anything and proposed to me to send a cable to you and the White Hairs telling you that liquidation either being too and possible liability was necessary, and told me that he had sent you a telegram to about that effect at noon that day. I asked him whether he desired me to put in anything about new parties desiring to take up the business and furnish money to pay off as you, he replied "no" it was well to put in a dose of hope with the "reparation", I said, shall I mention you in the telegram? "Yes, say Banker is informed" I left him at that point, as it looked to me like an attempt to frighten you and the White Hairs out of your interest.
I called you to wait by advice, as to that effect.
I did not tell Banker the day following the above interview, but the next day, I called.
He received me very nicely, and commenced with me about the Russian business which had been commenced by Banker, and complained that I

had not written about it, I told him that when I
left the States it was understood that he (Baumgardner)
would sail for Europe the 10th day, and that it was
impossible for him to leave a colonial, which would
hardly have reached the States before he would have
been on the way home. He replied that he had never
said that he would leave New York the 10th day. I said
that he must be mistaken as I had spoken to you
about it & had called you at about that date to
know whether he would leave. He replied with great
violence "that is false I never had any idea of coming
here at that time & if you repeat it I'll show you
to the door". From that he went on to say "you and
Parker, how much of you done anything for the
business, you are a pair of adventurers that have
done nothing but to try to get personal benefits
from the business". From that he passed to a slight
light shaking of a note of mine for 1250 dollars that
brought me the 1st day. To that I said that I showed
to him about it in New York, and called him. Then
he desired me to arrange it, and that he told me "no
let it all be told I come over to Canada". To that he
said "that is false. You never said anything to me
about the note, & I never said anything of the sort to
any to you". I said "well then, Parker I don't see what
there is any ground for any discussion between us". He
said "no I don't want any more anything to do with you,
and I am going to call on Henry, and tell him what
you are & what the situation is". There was much
more that passed, to the effect that Gray had proposed
to Parker to make a paper of apology; that
the whole matter had appeared in their power,

and that you had called written him to
 take Mr. Russell's matter as well as all other
 into his hands. As other persons have suggested
 Mr. Banks has read several purport to be letters
 and cables from you making explanatory and
 statements quite different from what I had
 anticipated from you. Mr. Banks has decided
 to put advertisements in the journals to effect
 that that no representation of his character
 7 (18) I met Mr. Banks at the outset with
 the utmost cordiality - expressing to him a
 friend I confided to him without reservation or
 hesitation the entire situation there and
 urged him to go in with me to make up an
 organization. Since the interview of which
 I have given you an account I have not seen
 Mr. Banks till today, when he came in, &
 through nothing that happened, & talked of Russia
 and other matters. In all of these there is a peace
 against the patient & it is as in question in
 Italy, Spain, & elsewhere, require much
 and intelligent work. Mr. Banks seems to
 be on a marauding expedition, his first
 work being to gobble the French business
 popping out your and the White Palace
 interests and mine. I confess I do not
 understand your views of business
 in case, but, if Mr. Banks's movements

represent them. His idea seems to be
 that he is here to wipe me out - in the first
 place. By the time he gets through with that
 job competing, naturally, will have got a foot-
 = hold in the principal cities of Europe & the
 Edison will come in where it can get in.
 Do you think that Mr. Baucker by the pay-
 = ment of 100,000 has acquired the right to
 treat the Mexicans as exclusive of his, &
 to undertake to carry out such a policy
 as he sees fit to be beat on?

I have been in correspondence with
 good parties in several cities
 counting on sending experts as soon
 as French matters should be cleared
 up a little to commence an exchange.
 I cannot put Mr. Baucker in commu-
 = nication with them, and I am offending
 & losing them by not writing & following
 up engagements made. This is the case
 in Naples, Genoa, Turin, Pisa
 & Vienna. I had commenced the
 application for a concession in
 Belgium with a gentleman that has

5

Even after us for months, & who came
there six weeks ago, I got a letter from
him complaining that I don't reply to his
letters, but there is nothing I can do,
will take up this story by the next mail.
I have no more tin at present,

Yours very truly,

Yours very truly,
J. M. Bailey

BRANCH HOUSES.
New York, 767 and 769 Broadway,
Boston, 13 and 16 Tremont Row,
Chicago, 14 and 16 N. Madison St.

TRUSTEES & Co.

SAMUEL S. WHITE,

DENTAL DEPOT AND MANUFACTORY,

CHESTNUT STREET, COR. TWELFTH.

Philadelphia, July 25 1856

W. L. A. Edison

Mr. to Park St. N. J.

Dear Sir,

Your favor of

yesterday is at hand.

The Trustees have not yet appointed any one to represent the State in France. Our communications from Mrs. Peckham have been very satisfactory & we have failed to gather from them a reasonably intelligent idea of the situation. Her recent communications, indicating an entire failure of plans which we understood some time ago were completed, makes the matter still more difficult to comprehend. Mr. Peckham promised to investigate the matter for us & to report fully. We are hoping to hear from him soon.

In the meantime we should be glad to know what you think about it, & to receive any suggestion that you may be willing to make.

Yours truly, S. S. White
per J. M. Lewis

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on conditions, limiting its liability, which have been presented to the several participating countries, and approved by the several governments, and the Company will not be held liable for any loss or damage in consequence of any delay or interruption of service, unless the same is caused by a fire or other accident, or by any other cause beyond the control of the Company.

A. H. BREWER, Sec'y.

NORVIN GREEN, President.

Dated Paris, Feb. 22, 1889

Received at 8:15 pm. Nov 2nd

To Edwards Maitland Bank of Eng.

READ THE NOTICE AT THE TOP.

Lived February first have
personally furnished funds
expenses avoiding judicial
liquidation which would
sacrifice everything hundred
thirty in Paris exchange
commencing Marsilles
Bordeaux New Strong
Puntins entering paying
out former special to
main accounts liquidation
twenty third cable plan
organization sundry money
advise white

is called

Bailey

1889

Answered

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on conditions, limiting its liability, which have been agreed to by the sender of the following message:

Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself responsible for errors or omissions in transmission or delivery of Unrepeated Messages.

THIS MESSAGE IS AN UNREPEATED MESSAGE and is delivered by way of the sender, under the conditions named above.

A. R. BREWER, Sec'y. *W. H. Green* NORVIN GREEN, President.

A. R. BREWER, Sec'y. NORVIN GREEN, President.

Dated New York March 3 1880

Remained at 1:44 PM

Received of
J. A. Edison

READ THE NOTICE AT THE TOP.

menlo Park N.J.
Can you be here
at nine am tomorrow
to sign power necessary
for Banker
L M Shull
14 paid
Re. 7

Le traité passé avec Monsieur
D'Aubergin, le 4 mars 1880, est le premier
pas d'une réalisation en rapport avec
la valeur de la découverte appartenant
à Monsieur Edison.

M^r D'Aubergin est l'élève
de deux grands de M^r Genty lequel ont
la véritable personnalité qui a passé
ce traité.

M^r Genty, député, président
de deux des gouvernements les plus importants
en France (le petit journal ^{le} la Tribune)
membre de la Société financière la
Banque Nationale, possesseur d'une grande
notoriété, l'un des alter ego de mon
frère de Girardin, qui réunit comme
fortune, comme relations, et comme
influences tout ce qui est nécessaire
pour faire fructifier et développer
le génie d'Edison, selon la méthode
de ce génie.

Avec M^r Genty, l'éditeur
M^r de la... qui patronne le journal
Soleil, nous a pu parler et en

qui ont failli mettre les sociés précédents
à la merci de capitalistes envieux,
ne leur plus à craindre.

Avec Mr. Genty, le Comité
Monde de la Presse, et le Comité
Monde de la Finance, sans le Comité
Mobilité, sont-ils à l'Edison.

Voilà pour le présent et
pour l'avenir.

C'est justement parce que
Mr. Genty dispose de tout cela qu'il
a exigé un traité préalable.

Personnellement, il avait
100,000 francs pour permettre à Mr.
Bailey de faire face à la liquidation de
l'ancien Comité, et il mettra également
personnellement, deux cent mille francs
pour la marche provisoire de l'affaire.

Et cette marche provisoire
de regardant pas à son attitude il
se fera bien souvenir de son intérêt.

En son contraire, et il ne
peut en être autrement, l'affaire qui
dépend de la liquidation, et malgré toute
entraide à marche, et à son caractère.

Le nombre de \$, abondamment, marche
comme elle doit marcher, Mr. Genty
fera une partie avec ses amis et leurs
relations.

L'ancien Comité en liquidation
aura 40,000 \$ de capital social, lequel
ne pourra être mandé de \$, 25,000.
Ce sera donc 100,000 francs d'actions,
libérées, ou minimum, qui lui seront
attribués.

Le résultat si l'on obtient
comme rien ne s'y oppose, fera un résultat
qui fera oublier tout le travail antérieur.

Quant à la société jointe
à ces francs, et les, il y aura quelque
qui la société nouvelle fera toutes les
travaux-boulonniers (Blackie) qui, aux yeux
du monde, les deux consultants, même
qu'une courtisane, ou au moins un
projet de perfectionnement du bureau
Edison.

Or, celui Français ne peut
en faire perfectionnement d'appliquer qu'après
l'opération d'abord primitif.
Cela est, comme cela, et on ne peut, même,
à pas, tomber d'inimitié de lui-même.

T. A. EDISON,

Mar. 4

File

Manitowish, N. J.,

1880.

The last agreement with M^r Moussin d'Arberg, the 4th of March 1880, is the first step ^{of} a realization in connection with the value of the discovered appearance of Mr. Edison.

M^r Moussin d'Ar- is the brother of two sons-in-law of M^r Genty which is the true personal feeling which has brought about this agreement.

M^r Genty, deputy, proprietor of two of the most extensive circulated journals in France,

(The Little Journal, and France).

member of the Société financière la Banque Nationale ~~journal~~ a wide reputation, he is the

other ~~part~~ of M^r Moussin Louis, de Brardun, and he brings the fortune, as relations, and as influence

all that which is necessary, to make fruitful and develop the Cousin Telegraph, conformable to the merit of this Telegraph.

In ~~this~~ Mr. Genty, the Credit-Mobilier which patronizes the Gorce and Scherer ^{finds} its match and those who have almost placed the ~~first~~ ^{first} company at the mercy of envious capitalists have no more to fear. ~~By~~ ^{By} Mr. Genty, the ~~entire~~ ^{entire} world of the press, and the ~~entire~~ ^{entire} world of finance, expecting the Credit-Mobilier, are acquired to the Cousin.

So much for the present and for the future, ~~it is with~~ ^{it is with} manifest justice direct as ~~the~~ ^{the} Mr. Genty ~~disposes~~ ^{disposes} of all this, that he has called for a necessary preliminary agreement.

Personally, he has gone on to say 10000 francs ~~to~~ ^{to} ~~payable~~ ^{payable} Mr. Bailey to ~~meet~~ ^{to} ~~the~~ ^{the} obligations ~~of~~ ^{of} the company.

[2]

terms of the old company, and he ~~imposes~~ ^{imposes} likewise personally, two hundred thousand francs for the provisional ~~stock~~ ^{course} of the affair.

If this provisional course ~~does~~ ^{does} not ~~assured~~ ^{assured} at his ~~interest~~ ^{interest}, it ~~will~~ ^{will} ~~become~~ ^{become} for his interest.

If on the contrary, and it cannot be otherwise, the affair which ~~is~~ ^{is} the liquidation and in spite of all ~~trammels~~ ^{trammels} has made progress and has seen ~~the~~ ^{the} number of subscriptions ~~increase~~ ^{increase}, progress as it ought to progress.

Mr. Genty will be a society with his friends and his relatives.

The old company in settling will have 40% of the social capital, which will provide not less than 2,250,000 francs. There will be then 900,000 francs of modest-

[3]

edward liberated, liquidated
at least, which will be
assigned to him.

This result if it is obtained
there, being nothing to oppose
it will be a success which
will erase all the previous
traces.

As soon as the company
~~organizes~~, the patents bought
~~not bought~~ ^{patents}; it is
likely that the new company
will drop the Lousier (Baker)
patent which to all appearances
and from the advice of Laryus
is only another form or at least
a patent of improvement upon
Edison's patent.
the French law permits
~~Edison's patent~~
an improvement patent of
only after the expiration of
the original patent.

The Gower patent

~~remaining~~ left to its own self
 own force, and it does none
 whatever, will fail through
 its own inability.



Entre les Soussignés :

M. Joshua Franklin Bailey, demeurant à
Paris, Avenue de l'Opéra, N° 45.

Agissant tant en son nom personnel, à raison
des brevets lui appartenant et ci-après
énumérés, que comme co-liquidateur de la société
A. Berthou & Co et encore comme manda-
taire verbal et au basin, se portant fort de
M. M. Thomas Alva Edison & Elihu Gray,
avis qu'il sera déterminé ci-après.

Et M. le baron Edouard d'Auberjon, demeurant
à Paris, Avenue de la Grande Armée N° 36.

d'une part.

d'autre part.

Il est fait et convenu ce qui suit :

Licence.

M. Bailey, tant en son nom personnel, qu'en
nom qu'il agit, concède présentement, avec toutes les
garanties de droit, mais seulement sous les conditions
inscrites dont sera ci-après parlé, à M. d'Auberjon
qui accepte, la licence et le droit d'exploiter en France
et dans la Colonie française, à partir de ce jour jusqu'à
et y compris le trois et un Décembre de la présente année,
les brevets français dont l'énumération suit :

1° - Le brevet français de quinze ans du dix-neuf
Décembre mil huit cent soixante dix-sept, n° 211,000, Contingent
et un mille six cent quatre-vingt-sept, délivré à M. Thomas Alva
Edison pour des perfectionnements dans les instruments pour amplifier
par le son la transmission des courants électriques et la reproduc-
tion de sons correspondants au loin, ensemble du certificat d'addition
délivré le quinze Janvier mil huit cent soixante dix-huit.

Est néanmoins réservée tout ce qui, dans ces brevets, concerne
le phonographe.

2° - Le brevet français de quinze ans du cinq Février
mil huit cent soixante dix-huit, n° 211,000, Contingent
cent cinquante-deux, délivré à M. M. Rousselle & Naguel pour des...

JAB,

1875



9^e - Le brevet français de quinze ans, du vingt et un Août mil huit cent soixante dix neuf, N^o 269,000, Cent trente deux mille trois cent cinquante sept, délivré à M^r Bailey pour perfectionnement dans les dispositions et l'agencement des postes en communication téléphonique.

La présente licence comporte le droit d'exploiter pendant le temps ci-dessus déterminé De tout Certificat d'addition aux Dits brevets et même mais seulement pendant cinq ans de ce jour, De tout Brevet De perfectionnement qui pourraient être pris Ici à cinq ans par la Breveté M^r M. Edison, Gray & Bailey.

Elle comporte également le droit d'exploiter pour le temps qui en sera à convenir De l'autorisation ministérielle donnée pour l'exploitation des Dits brevets, ensemble De toutes autorisations nouvelles à obtenir.

M^r Bailey s'engage formellement à rapporter dans les trente cinq jours à compter du jour de la signature des présentes, l'acceptation et la ratification par M^r M. Edison & Gray de la présente Convention, ainsi que le concevra De M. M. Berthon & Puchan, ses anciens co-gérants dans la Société A. Berthon & C^{ie} aujourdhui Dissoute, pour que M^r D^r Aubergon soit agréé aux hauts & place de la Société A. Berthon & C^{ie} par l'Administration.

Il est expressément convenu que la présente convention ne produira effet que du jour où la Dite justification aura été produite sans qu'aucune partie du prix ci-après déterminé puisse être exigé avant cette époque et qui faute par M^r Bailey, à qualité qu'il agit de rapporteur, la ratification et concours dont s'agit dans le Dite Délai de trente cinq jours, la présente convention sera considérée comme non avenue.

Un Délai de vingt jours à compter des présentes est accordé à M^r D^r Aubergon pour se rendre compte de la valeur des brevets ainsi concédés et De procéder ensuite pour leur exploitation, au cas où les résultats de ses recherches ne lui paraissent pas satisfaisants, la présente Convention sera de plein droit résiliée sur la simple Déclaration qu'il en fera à M^r Bailey.

Le Dite Délai de vingt jours pourra toutefois

J. F. B.

500

Mosin

P. Berthon

Contraint

être abrégé, mais au gré de M. D' Auberson
seulement si l'acceptation provisoire que M. Bailey a qualifié
ne demander immédiatement à M. Edson par le télégraphe
ou attendant la ratification régulière & définitive, lui est
représentée avant cette époque.

Vente conditionnelle de mobilier et sous bail.

Pour faciliter à M. D' Auberson
l'exploitation de la licence qui lui est concédée ci-dessus, M.
Bailey, en sa qualité de co-liquidateur de la Société A.
Beethon & Cie & de l'agrément de ses co-liquidateurs
dont il justifiera sous les conditions énoncées plus haut,
lui sous loue, aux conditions suspensives ci-après pour
la durée de la licence, c'est-à-dire pour le temps à
courir à compter de ce jour jusqu'au trente & un décembre
prochain, tous les bureaux & ateliers & généralement
tous les locaux occupés par l'ancienne Société A. Beethon
& Cie dans la maison n° 2 à Paris, avenue de l'Opéra,
N° 45.

Ce sous bail est fait à la charge par M. D' Auberson,
qui s'y engage :

D'acquiescer à la décharge de la Société A. Beethon &
Cie toutes les charges & conditions du bail principal, tel
qu'il a été consenti par M. Ad. Vauve, Desloges & Associés,
aux termes d'un acte reçu par M. P. de S. Gilles
notaire à Paris, le six & le trente & un décembre, mil
huit cent soixante dix huit & de payer seule le loyer annuel
de six mille cinq cents francs fixe au dit bail.

Le tout bien entendu, à partir de ce jour pendant la
durée de sa jouissance.

En outre, M. Bailey vend, pour la garantie de
droit à M. D' Auberson, qui accepte, mais
sous la condition suspensive ci-après, tout le matériel
le mobilier individuel et de bureau, les installations, les
appareils & fils déjà établis & généralement tous les
objets mobiliers lui appartenant ou propre & dépendant de
la Société Divorte.

Etat détaillé des matériels & appareils (marchandises)
sous annexé au présent.

A raison du transport de bail & de la vente
conditionnelle ci-dessus, tous les frais généraux, impôts,
assurance & autres seront à compter de ce jour et

5.

jusqu'à la fin de la licence à la charge de M.^r d'Aubergon

Comme conséquence et condition de la licence et de la vente et cession de bail, M.^r d'Aubergon s'oblige en son prix ci-dessus fixé à satisfaire à tous abonnements contractés par la Société et Berthon & Co. suivant état qui en sera formé et annexé aux présentes. M.^r Bailey, déclarant qu'aucun prix d'abonnement n'a encore été reçu à ce jour M.^r d'Aubergon devra donc les abonnements et en percevra le montant au prorata de la durée de la licence, du jour où l'abonné aura à payer.

M.^r Bailey pendant toute la durée de la licence devra donner gratuitement son concours et son aide pour aider à la bonne exploitation de l'affaire. Il ne pourra prendre de congé que d'accord avec M.^r d'Aubergon.

Prix.

Entre les clauses et conditions ci-dessus, la licence, cession de bail et vente conditionnelle dont s'agit sont consenties moyennant un prix de cinquante et un mille francs, ci 51,000^f..

M.^r d'Aubergon devra de plus tenir compte :

1^o des loyers d'avance versés par la Société Berthon & Co. et s'élevant à la somme de quatre mille francs, ci 4,000^{..}

2^o du cautionnement déposé entre les mains de l'administration et s'élevant à la somme de quarante cinq mille francs, ci 45,000^{..}

Soit au total, cent mille francs, ci 100,000^f..

Ladite somme sera payée à Monsieur Bailey, aussitôt que les formalités seront satisfaites par Monsieur Edouard & Gray

M.^r B.

J. G.

Condition suspensive,

M^r. d'Aubergon se réserve expressément le droit de renoncer aux licences, cession de bail et vente ci-dessus conditionnellement stipulées à quelque époque que ce soit d'ici le trente et un Décembre de la présente année en prévenant M^r. e Bailey et nous de sa résolution un mois au moins à l'avance.

Un mois après la Déclaration que lui en fera M^r. d'Aubergon dans telle forme qu'il jugera convenable, M^r. Bailey en qualité qu'il agit restitua en possession de tout ce qu'il a et devra conditionnellement cédé à M^r. d'Aubergon.

M^r. Devra se prendre dans l'état où il le trouvera sans pouvoir s'en prétendre de ce chef.

Il lui sera également attribué tout le mobilier individuel, le matériel et généralement tout l'actif existant au jour de la dite renonciation, dont il n'aura à payer que le prix de reviens.

M^r. Bailey devra en outre rembourser à M^r. d'Aubergon, mais sans intérêt, les sommes payées par ce dernier, tant pour prix de sa licence, cession de bail et vente ou avances que pour remboursement de loyers d'avance et du cautionnement dépensé entre les mains de l'administration.

En outre, les sommes dont s'agit ne pourront être exigées que de la manière suivante, savoir: moitié un mois après la dite déclaration de renonciation aux présentes par M^r. d'Aubergon et en un effet à ordre au trente et un Décembre mil huit cent quatre vingt.

M^r. Bailey en qualité sera tenu de satisfaire pour le temps qui est restera à courir et ce sans indemnité à tous abonnements et engagements généralement quelconques consentis par M^r. d'Aubergon.

Promesse conditionnelle de cession ou d'apport en Société de la toute propriété des brevets.

M^r. d'Aubergon se réserve expressément la faculté de fonder quand il lui plaira, au cours de la licence ci-dessus conditionnellement consentie, telle Société en commandite par actions ou Anonyme qu'il jugera convenable, mais à un Capital qui ne pourra être moindre que deux millions deux cent cinquante mille francs.

A cet effet, il demeure expressément convenu entre

7.

la partie comme condition essentielle des présents qu'à quelcun moment que bon lui semblera De ce jour jusqu'au trente & un Décembre prochain M^r D'Auberson pourra à son choix soit devenir acquéreur de tous les brevets sur mentionnés ensemble Des Certificats d'addition avec droit d'opter pendant cinq ans de ce jour comme il est dit plus haut des brevets de perfectionnement pour les apporter à la Société qu'il se proposera de fonder, soit faire effectuer l'apport à la Dite Société des brevets dont s'agit avec l'aveu accordeur par les brevets eux-mêmes M. N. Edison Gray et Bailey.

Dans tous les cas & que l'apport des Dits brevets à la Société dont s'agit soit fait par M. D'Auberson ou par les brevets eux-mêmes soixante pour cent de la valeur des apports soient attribués à M. D'Auberson & quarante pour cent aux brevets à quelque somme que l'achat soit fait ou à quelque capital que la Société soit constituée;

En cas de fusion de la Société ainsi créée avec une autre Compagnie, M. D'Auberson percevra soixante pour cent sur les avantages & les brevets quarante pour cent.

Les frais & engagements des présents, s'il y a lieu, seront à la charge de M. C. Bailey la qualifié

Fait double à Paris, le quatre Mars mil huit cent quatre vingt.

Lu et approuvé,
Edison & Bailey.

Lu et approuvé l'intéressé:
D'Auberson

BETWEEN THE UNDERSIGNED :

MR. JOSHUA FRANKLIN BAILEY, residing at Paris, No. 49
Avenue de l'Opéra, acting as well in his personal
name in regard to patents specified hereafter, be-
longing to him; as also in the capacity of co-li-
quidator of the firm A. Berthou & Co.; and also as
verbal attorney and representing Mr. Thomas Alva
Edison and Elisha Gray, as will be explained here-
after,

party of the first part, and

BARON EDUARD D'AUBERJON, residing at Paris, No. 36. Ave.
de la Grande Armée,

party of the second part;

the following agreement has been made :

L I C E N S E .

Mr. Bailey as well in his own name, as in the names con-
cerned, grants by the presents with all securities accorded
by Law, but only under suspensory condition, of which here-
after will be spoken, to Mr. d'Auberjon, who accepts, the li-
cense and the right to cultivate in France and in the French
Colonies from this day up to the thirty first day of December
inclusive, of the present year, the French Patents, as speci-
fied hereafter.

FIRST : French Patent for fifteen years from 19th of Dec-
ember, 1877, No. 121,687, granted to Mr. Thomas Alva Edison,
for improvements in instruments to control by sound the trans-

mission of electric currents and the reproduction of corresponding sounds in the distance, together with the additional certificate, issued January 15th. 1878. ~~however~~ reserved in this patent all that concerns the Phonograph.

SECOND : French Patent, for fifteen years, from February 5th. 1878, No. 123,452, issued to Roosevelt & Breguet for improvements in Telephones, together with four additional certificates, issued to Messrs. Roosevelt and Breguet, May 6th, July 8th September 14th, and October 23rd. 1878.

These patents and certificates having become the property of Mr. Roosevelt alone, in consequence of transfer by way of public sale, made by Mr. Breguet to the former, according to act deposited with Mr. Portefin, Notary in Paris, on November 24th. 1878 ; the said Mr. Roosevelt having transferred to Mr. Bailey that part of this patent, together with the four additional certificates as per terms deposited in an act, received by Messrs. Trousselle and Portefin, Notaries in Paris, on December 4th. 1878.

THIRD : - French Patent for fifteen years, from May 20th. 1878, to expire May 2nd. 1902, No. 124,000, issued to Mr. Bailey, for improvements in (speaking) telephones and their accessories.

FOURTH : - French Patent, for fifteen years, from May 10th. 1878, No. 124,406, issued to Mr. Elisha Gray, for improve-

ments in telephones and their accessory apparatus ;

FIFTH : - French Patent, for fifteen years, from August 7th. 1870, No. 132,137, issued to Mr. Bailey, for a composition for the manufacture of telephone boxes.

SIXTH :- French Patent, for fifteen years, from August 8th. 1870, No. 132,150, issued to Mr. Bailey, for an improved system of Electro Motograph.

SEVENTH :--French Patent for fifteen years, from August 16th 1870, No. 132,270, issued to Mr. Bailey, for improvements in Magnetic Telephones.

EIGHTH : - French Patent, for fifteen years, from August 19th 1870, No. 132,315, issued to Mr. Bailey, for improvements in thread telephones, together with additional certificate, issued October 4th. 1870.

NINTH ; - French Patent, for fifteen years, from August 21st 1870. No. 132,357, issued to Mr. Bailey, for improvements in the disposition and arrangement of lines for telephonic communications.

The present assignment allows the right of use - during the above stipulated time - of all additional certificates of the specified patents and even, but only during Five years, from this day of all patents for improvements which may be taken out from now for five years by the patentees Messrs. Edison, Gray and Bailey.

It allows also the right of use, during the remaining lifetime the ministerial authorization given for the use) (cultivation) of said patents, together with all new authorizations to be gotten.

Mr. Bailey binds himself formally within the thirty five days to be reckoned from the day on which the presents will be signed, to produce (or bring) the acceptance and the ratification by Mr. Edison and Mr. Gray, of this agreement, as also have the co-operation of Messrs. Berthou and Puskas, his former co-managers, in the firm A. Berthou & Co., dissolved; that Mr. d'Auberjon may get approved by the administration instead of the firm A. Berthou & Co.

It has been expressly agreed upon, that the present agreement becomes valid only from the day when the mentioned justification will be produced, without any part of the price hereafter determined, being demanded before this term; and that, if Mr. Bailey and consorts should fail to procure the ratifications and co-operation for which the said delay of thirty five days is fixed; - the present agreement is to be considered void, or not made.

A delay of 20 days to begin from these presents, is allowed to Mr. d'Auberjon in order to inform himself about the value of the patents to be transferred, and the process employed for their cultivation (exploitation.) In case that the result of his investigation should seem not a satisfactory one to him, - then the present treaty as a matter of common right would be annulled on account of a simple declaration, which he would have to give to Mr. Bailey.

The said delay of twenty days could at any time be shortened, but only on requisition of Mr. d'Auberjon, if the provisional acceptance, - which Mr. Bailey and Consorts have to ask for from Mr. Edison by Telegraph until the regular and definite acceptance comes in, will be given to him before that time.

" CONDITIONAL SALE OF FURNITURE AND SUB-LEASE. "

In order to facilitate the cultivation of the license which will be conceded to Mr. d'Auberjon as before mentioned, Mr. Bailey in his character as Co-liquidator of the firm A. Berthou & Co., and in accordance (to be justified) with his co-liquidators, and under the conditions mentioned above, submits to Mr. d'Auberjon - under the proviso of the supplementary condition hereafter - for the duration of the license, viz: For the time from this day up to the thirty first day of December next, all the offices, studios, work shops and in

general all localities occupied by the old Company; Messrs. .
A. Berthou & Co., in the Paris House, No. 45. Avenue de l'
Opéra.

This sub-lease is made at the charge of Mr. d'Auberjon
who obliges himself to execute, to the discharge of the firm
A. Berthou & Co. all charges and conditions of the principal
lease, as established by Madame Widow DesForges and Consorts
as per terms of a contract deposited with Mr. Pean de St.
Gilles, Notary in Paris, the 16th and 31st December 1878, and
to pay the annual rent of 6500 francs, for said lease.

It is understood that this has to begin from this day,
for the duration of the enjoyment of the lease.

Moreover, Mr. Bailey sells, being lawfully entitled to
it, to Mr. d'Auberjon who accepts, but under the suspensory
condition hereafter mentioned, all the material, the industr-
ial and office furniture, the installations, the apparatus
and lines already established and in general, all the move-
able objects belonging to himself and as dependencies of the
dissolved company.

Detailed Specification of the materials (merchandise) shall be
annexed to the presents.

All general expenses, taxes, insurance and so on, to be-
gin from this day and running up to the end of the license and
in proportion of the transfer of the lease and the condition-
al sale as before said, at the charge of Mr. D'Auberjon.

In consequence of and as a condition of the Lease, Mr.

d'Auberjon beyond the price fixed, binds himself to fulfill all contracts which have been signed and entered into by the firm A. Berthou & Co., according to specifications, which will be furnished and attached to the present.

Mr. Bailey declaring : that no money whatever for entered contracts having been received, Mr. d'Auberjon therefore will have to satisfy the contracts and to draw the money for them in proportion of the duration of the license and the day where the subscriber of the other party will have to pay.

Mr. Bailey binds himself to dedicate without any remuneration his co-operation and his endeavors during the duration of the license in order to contribute to the good cultivation of this affair.

He will not be allowed to take his leave unless in accordance with Mr. d'Auberjon.

P R I C E.

Under the above clauses and conditions ; the license transfer of lease and conditional sale , treated heretofore , have been agreed upon to average a price of Fifty One Thousand francs, say.....Franks 51,000.00

Mr. d'Auberjon furthermore will have to be

indebted for :

FIRST :The rent paid in advance by the firm Berthou & Co., amounting to the sum of Four Thousand francs, i. e.....Franks 4,000.00
SECOND :The deposited guarantee, paid into the hands of the administration and amounting to the sum of Forty Five Thousand francs.....Franks 45,000.00

Total; Hundred Thousand Francs
 100,000.00

The above named sum has got to be paid to Mr. Bailey, as soon as the presents will be ratified by Messrs. Edison and Gray.

S u s p e n s o r y C o n d i t i o n .

Mr. d'Auberjon expressly reserves himself the right to renounce the license, transfer of lease and conditional sale stipulated, at any time from now to the thirty first day of December, of the present year, by giving notice of his resolution to Mr. Bailey at least one month before.

One month after the declaration which will be made by Mr. d'Auberjon in any style which he will deem suitable, Mr. Bailey and consorts will re-enter the ownership of all that has heretofore been conditionally transferred to Mr. d'Auberjon.

He will have to take it back into the State in which he will find it, without being entitled to pretend anything from this gentleman.

In the same manner all the industrial furniture, the material and in general all the active fund up to the date of the mentioned renunciation will be attributed to him, regarding which renunciation he will have to pay nothing but the return price.

Mr. Bailey and Consorts will be held for the still running time and without any indemnity, to satisfy all contracts

and engagements, which Mr. d'Auberjon may in general have consented to.

CONDITIONAL ASSIGNMENT OR CONVEYANCE TO A COMPANY
OF THE WHOLE OWNERSHIP OF THE PATENTS.

Mr. D'Auberjon reserves himself expressly the power to form, whenever it shall please him, in course of the conditional license heretofore granted to him, a stock or anonymous company as he will deem more convenient, but with a capital of Two Millions Two Hundred and Fifty Thousand Francs (2.250,000.00 Francs.)

For this purpose it has been expressly agreed among the parties, as an essential condition of the presents, that, at any moment which he thinks good, from this day up to the thirty first day of December, next, Mr. d'Auberjon according to his option can become the owner of all the patents mentioned, together with the additional certificates, and with the right of use, during five years from this day, as it is said before, when speaking of patents for improvements, in order either to convey same to the company which he would undertake to form himself, or to have the conveyance of the patents with their accessories, made to the said company, by the patentees, Messrs. Edison, Gray and Bailey themselves.

In all cases, and the conveyance of said patents to the company in question, being made by Mr. d'Auberjon, or by the patentees themselves ; sixty per cent of the value of the stakes or conveyances have to be attributed to Mr. d'Auberjon and forty per cent to the patentees, of whatever sum for which the purchase be made, or of whatever capital for which the Company be constituted.

In case of a union of the company so formed with another company, Mr. d'Auberjon has to get sixty per cent on the advantages, and the patentees forty per cent.

The expenses for and the registering of, the presents, if it takes place, go to the charge of Mr. Bailey and consorts.

Executed in two copies, in Paris, the fourth day of March
One Thousand Eight Hundred and Eighty.

Contents Approved :

Contents approved :

sig. J. F. BAILEY.

Sig. E. D'AUBERJON.

Mr
Hon Geo Walker
and
mch 6 '80

139 East 34th St

March 5 '80

Dear Sir

I sail on
Europe on the 11th
to take my place
as Consul General
at Paris. I have
had some talk
with Mr Gray &
Dr. Carter's who
reintroduce

about looking
after their El-
shon interest
in Europe, & I shall
probably do so.
Do you not want
me to do the
same for you?
My position will
be especially good & my ac-
quaintance with
leading men in

the French foot-
with influential
people in Holland
Belgium & Austria
& Germany would
enable me, I
think, to be useful
to you & to serve
my own interests
at the same
time. I think
I could help to
bring about a com-
bination

in power for
which valuable
concessions could
be secured. I am
in excellent rela-
tions with the Pea-
body north the
Romeville. I am
desire to discuss
this with me I will
go out to meals
on Monday if you
will telegraph to
me to do so

Yours truly
Geo. Walker

Paris, 5 March 1888

My dear Sir:

Under date of 22 Feb. I advised you of what was passing in French matters, and cabled you subsequently. Mr. Karslake has to-day remitted you a copy of the contract which has been under consideration during several days, and which was signed last night. Enclosed with this you will find a copy of List of Paris Subscribers. We have treated, under many with the Chamber of Notaries, with the Agents of Change (Bourse) and others, which secure us today more than 200 subscribers. When we were in the position we stood Roosevelt 104, Soulestin 120, Edison 60. Today we are, Roosevelt 150, Soulestin 180, Edison 1. With that, as above stated that are agreed on and which will go on our lists within ten days. Enclosed is a card with list of names already working, four added yesterday & today. 10 more for next week & so on. — I cannot take time to write you very much in detail about the business represented in the contract, this mail, I shall send enclosed a memorandum which Mr. Rousselle has just sent here. — His note as to the persons interested in the affair is not complete because he has not given attention to that side. Beside Mr. Jenty, there are at present the Bank Process Egyptienne which probable will have one half interest. It is decided that it enters, but Mr. Jenty has not decided what portion to allow them. Also Mr. Eschard, and others, names from which I send by Monday's mail. You should go to Condit Brothers, 67 & 70 William St. for ratifying the contract. They have others with the proper form of ratification. — It is agreed that a telegram from Condit Brothers to the person who has remitted the contract ~~that~~ to effect that you have ratified the contract, shall be accepted as a ratification.

here, and the sum of 100,000 fr. he paid over to aid in
our liquidation. — In addition to this, Mr. Justy gives us a
check of 20,000 to pay expenses during the time that we are waiting
for the satisfaction, during the last ten days I have been very
close run for money to get along, and was obliged to draw on you
for amt to pay off Charley's bills, for which Mr. Plomka, showed me
your letter agreeing to pay. The efforts I have made have suc-
ceeded but the game was a desperate one, and it would have
finished me if it had been lost. — The Governor - Bourbonnais are now
determining to resume a treaty for fusion. But we will
give them up the field, or when we make a fusion it will be
after a surrender. Our position in the business is better
than under our old treaty. We have 40% in the affairs now.
While under the old we stood with 1/4. I cannot go into detail
on financial side today, but will give you detail of
that Monday mail. I hope you will go out to London
as soon as you receive this; or at least to Soury's and
not allow more than a couple of days to pass before acting.
Mr. Harris does not believe in the telephone, so that he
will not give you perhaps a very encouraging view of the
situation generally, but the people who know it give us
all the points as apprised Governor. As soon as we
have your satisfaction we are going to fall on the
Blake. Best counsel here says the suit is good &
we shall settle in. We have in Mr. Justy the Petit
Journal 550,000 copies per day. The La Presse
with Girardin, the Monde Illustré & 250,000 copies,
in the provinces, also the Revue Nationale

3

the Société Nouvelle de Crédit, and other influence.
 They believe that within 6 months we can launch a
 company and divide between us 5 to 600,000 pes.
 with shares above par. This is a very hurried letter
 and you must excuse incoherence. I have written
 in last three hours, with room full of people coming
 & going and talking. By Monday's mail will send
 * complete résumé of all points. Please send copy
 of this to Mr. Lewis, and I hope to have your
 cable confirming treaty within two days. Sorry
 no cash down, but we lose nothing. It certainly
 it looks as though we should gain largely.
 And we go wholly under your flag.

Yours very truly

J. H. Bailey

RÉSEAU TÉLÉPHONIQUE DE PARIS

SOCIÉTÉ DU TÉLÉPHONE ÉDISON

A. BERTHON & C^o, 45, avenue de l'Opéra

LISTE DES ABONNÉS DONT LES LIGNES SONT ÉTABLIES

1. M. E. de Girardin, député.	21. Rue La Pérouse.
2. Syndicat des Agents de change.	Palais de la Bourse.
3. Le Figaro.	24. Rue Bonnot.
4. Agence des Wagons-Lits.	1. Rue Scille.
5. Union Générale (Boulevard de l')	9. Rue d'Antin.
6. Hôtel Scille.	Rue Scille.
10. M. Jules Bapst, directeur du Journal des Débats.	29. Rue N.-des-Capucines.
11. Café de la Paix.	Boulevard des Capucines.
12. M. le docteur Evans.	15. Rue de la Paix.
13. Grand Hôtel.	6. Boulevard des Capucines.
14. Consulat Américain.	3. Rue Scille.
15. American Register (Journal).	10. Rue Scille.
16. Syndicat des Agents de change.	6. Rue Nicot.
17. MM. Léon & Dreyer, Changeurs.	118. Rue Richelieu.
18. La France (Journal).	125. Rue Richelieu.
19. M. Gayssin Sie, banquier.	131. Rue Richelieu.
20. M. Jules Tiquet, banquier de la Ville.	21. Rue de Cléry.
21. MM. Hédille & C ^o , Ing. et Fabricateurs de Serrures.	6. Rue de Cléry.
22. Id. Id. Papeterie en gros et impressions.	4 bis, Rue Saint-Sauveur.
23. MM. Virgile Lemaître & C ^o , Soc. gén. de dév.	78. Rue Montmartre.
24. Banque Nationale.	11. Rue La Pérouse.
25.	
26.	
27.	
28.	
29.	
30.	
31.	

Thos. A. Edison, Co., New York, March 6, 1880
Mento Park.
27 PINE STREET.

Dear Sir,

Will you be kind enough to inform
me whether the shares of the Telephone Company
for Europe have been issued?

If it is not asking too much please
let me know also what progress you are making
with the Electric Light.

Yours very truly
A. C. Hewitt

Paris 8 March 1880.

My dear Sir;

By mail of 5th instant I sent you contract signed the 4th, and a hurried statement of the business. I said that though we do not get money we have prospect of doing better than we should have done in the fusion. — We have 40% in the affair, with the parties who take the business. Taking the worst suppo-
= sition = that they and we get in the large company which is the object of our present association, only one half of the total capital our part is 40/100 of $\frac{1}{2}$ = $\frac{1}{5}$ of the total in the ^{new} Company. Under the fusion we were to receive 50000 francs or $\frac{1}{10}$, that was $\frac{1}{10}$ in the united company while our $\frac{1}{5}$ is one fifth in the Edison alone. It is only stocks since I commenced working and we have today one hundred and fifty individual names on our list of subscribers with several large administrations that take 20 and upwards each, engaged to us and making a total of 250. This puts us ahead of the Gower and Souders = in combined. If we go alone we have every assurance that we shall get the lion's share. If we make the fusion we shall get the lion's share. — We have about ~~one hundred~~ ^{two hundred} ~~and seventy~~ thousand francs to pay to get our special partners out and avoid going into bankruptcy. Of this amount I have paid 30,000 to Roosevelt & Beethorn from the 50,000 raised for Harjes. One hundred thousand is coming to us from the people we are treating with; the balance I shall have to finance in for. I propose that the transaction with Harjes and the buying out of the special partners be charged to our entire interest and borne proportionally. I will send you a sheet showing the whole situation. If the parties we are now with accept the business finally (they have the right to 20 days from date of signing to return) we can get through and come out all right. They have already taken hold with us and give the money to run on till

2

we get your ratification. I have had great difficulty in getting through, and the capital of the Edison Tel. Co of France has been as low as a few sous a number of times, in the last weeks. I regularly to draw on you for Charles's bills, but I could not carry even so small an amount. I paid it to avoid scandal. I knew nothing about any bills being due till time I made draft on you, when I found that Mr. Parker had given a bill for the expenses, which was protested and an execution about to issue. — There is one great change in the situation here in Europe that you must take into account, during the last month. The time for getting money for patents has passed, in any country where there is freedom of competition. It is now understood that there are several telephones that can be used, and no company or person will pay money in advance of actual exploitation. The telephone is settling down into the situation of a regular industry, and the contract we made here with Goddard, can't be repeated there in France or elsewhere in Europe. You must put such ideas one side to begin with. It is a nip and tuck contest for a foothold and if your interests are going to be guaranteed over there will be nothing left for any of us. — Mr. Parker arrived here with a good many illusions on this subject. I don't know the present state of his mind.

I hope you will not wait for Saturday to go to Condit Paris and make ratification, a cable from them to effect that you have ratified and that they have mailed contract will be accepted here as ratification, and the 100,000 f will be paid over. This will be paid to Beetham and Roosevelt (the latter representing the Goddard interest) for engagements already taken with them. So much towards freeing us from special partners. — I am constantly

interrupted in my writing, and I will only add to what I have written that from the nature of the circumstances we are already in the hands of our new people, and they are pushing actively. They put up 40,000 fr. to run on. The sum is not raised because it would have made an expense of 30,000 fr. register under the French Law, we know what is worth more than the money the strongest combination of journals that is in France! To let go with them would be the end of our affair here. It is simply an affair of closing what is now in hand and getting what we can out of it, (with a good prospect of getting something good,) or nothing. I will endeavor and write you better accounts as soon as I am a little free from pressure.

Yours very truly,

J. D. Bailey

Mrs A. Edmon Esq. }

Will you please send copy to White & Gray - I can't write to each one.

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on condition, failing its liability, which have been assumed by the sender of the following message. Messages are to be sent only by registered telegraphers, and the Company is not responsible for any loss or damage to messages transmitted by unauthorized persons. The Company is not responsible for any loss or damage to messages transmitted by unauthorized persons. The Company is not responsible for any loss or damage to messages transmitted by unauthorized persons.

A. H. BREWER, Secy.

NORTH GREEN, President.

Date: *Paris Via NY N.Y. 1880*

Received at: *9.20 pm*

To: *Edison, Newark, N.J.*

READ THE NOTICE AT THE TOP.

Expenses carrying business obliges me to draw eight Chicago bells which I paid. avoid scandal have travel pay by cable advisory. White goes contract signed mailed fifth for ratification. Sailing. Collected.

Forwarded from NY.

*Griff dothier
Collected money
Mch 11, 1880*

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

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A. H. BREWER, Secy.

NORTH GREEN, President.

Date: *Paris. Via New York Mch 8 1880*

Received at: *10.51 pm*

To: *Edison, Newark, N.J.*

Edison Newark, N.J., do not ratify Baileys French Telephone Contract now on way. conditions certainly prejudicial possibly fatal to our interest have forwarded next Wednesday full explanations and firm advantageous contract meantime cable me what immediately cash payment you will accept for your share in French Telephone patent

READ THE NOTICE AT THE TOP.

Ruskas

*49 collected
103 \$*

Blank No. 1

THE WESTERN UNION TELEGRAPH COMPANY

This Company TRANSMITS and DELIVERS messages only on conditions, limiting the liability, which have been accepted only by the sender of the following message.

Messages can be garbled against only by repeating a message back to the sending station for comparison, and the Company will not be held liable for any delays in transmission or delivery of Messages and Messages.

This message is an UNREPEATED MESSAGE and is not to be repeated to the sender, under the conditions stated above.

WOLVIN GREEN, President.

Dated

Received at

READ THE NOTICE AT THE TOP.

Now requested by cable
to ascertain what you
will take for your
share in French
telephone patents kindly
send reply soon as
possible

A Hegerwisch

23 paid

Hof

A. Heppwisch

23 pairs

Hof

T. A. EDISON.

Menlo Park, N. J., Feb 9 1888

Puskas

Paris.

How much do you offer, cash.

Edison

9. Marcelo Ruiz

1225-
9 H

T. A. EDISON.

Menlo Park, N. J.

Feb 7 1880
12:57 PM

My 9 Mrs A Edison

Confidential Puskas is
acting now with first
class banking house in
Paris with excellent chance
of success. Please support
him it is for your interest
don't listen to Bailly's
proposition My private
secretary Mr Benn will
call on you tomorrow and
explain

A Negro's vol.

42 paid
H.C.

T. A. EDISON.

Menlo Park, N. J.

Feb 9 1880

✓
Heracleite
~~Bailly~~ Paris

What was

amount of bill

7 Menlo Park

12²⁶
9 Ho

NO

Paris

Mch 9th 80

Edison

menlo Park N.J

Return my letter postmarked
twenty, seventh February, ^{unopened}
Sentry

13 Oct

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

THE COMPANY TRANSMITS AND DELIVERS messages only on condition, limiting its liability, which here
has been assumed to be the person of the following nature.

Customers are liable for the cost of the message, and the Company is not responsible for any delay or loss of messages, or for any damage to property or delivery of telegraphic messages.

Messages are UNRECEIVED and are delivered by request of the sender, and the receiver
is not liable for any damage to property or delivery of telegraphic messages.

H. B. BUREAU, Secy. H. B. BUREAU, Secy.

Dated New York March 10 1880

Received at Paris 10:00 am

To Mr. A. Edison

menlo Park N.J.

READ THE NOTICE AT THE TOP.

can you see my

secretary today please answer

A. H. H. H.

spaid

sent

1
Paris
via New York 10

Mch 10, 80
5-45 PM

Edison ms

Twenty two hundred ninety
frances
Bailey

9 Collect²⁵
1st in date
2751

Paris via New York

Mch 11, 1880

Edison Menlo Park

Neither Baileys nor my contract
provides cash payment believe
possible change to cash payment
provided you price not too
high Cable therefore lowest price
if Cash suits you better than
Shares in Company to be formed
during present year then will
try arrange
Juskas

486 West

Black No. 1

THE WESTERN UNION TELEGRAPH COMPANY.

Our Company TRANSMITS and DELIVERS messages day or night, meeting the liability, which have been assumed by contract service only by other telegraph companies. The service is not limited to the United States, but extends to all parts of the world. The Company is an UNDERWRITER'S MESSAGE and is delivered by registered operators, under the conditions mentioned above.

A. B. NEWELL, Secy.

HERVEY GREEN, President.

Paris, Va. W. March 11 1880

Received at 8:00 M. M. M. M. M.

Edison

READ THE NOTICE AT THE TOP.
Avoid committed French matters, whatever source solicited pending advice next week from persons pholding your powers same advice regarding European company and fight.

27 collect
59¢
@ 3000

no

March 12 1880
9:23 AM

Cable

Mrs Edison

Menlo Park New York

Have just returned to Paris Mr Harries Counsel sent you March fifth Contract of Bailey with Auberson which Harries advises me to recommend you to accept refusing proposals of Puckers Harjes

to Paris

2 N.Y. 12.80
12.55-
Thomas A Edison

Banker cables tell Edison do
nothing without my approval
Getting matters here in shape
Edison trust me nobody else
Hanges away
R L Cutting Jr

21 Paid

JAMES W. WHITE.

J. CLARENCE WHITE.

HENRY M. LEWIS.



TRUSTEES OF
SAMUEL S. WHITE,
Dental Depot,

Chestnut Street, Corner Twelfth.

Philadelphia, March 15, 1880

J. M. Edison, Esq.
New York

Dear Sir,

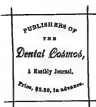
On my return to-day, after an absence of about a week, I find your esteemed favor of the 10th inst. I will return the inclosures to you in a day or two.

Yours Respectfully
H. M. Lewis
Trustee

JAMES W. WHITE.

J. CLARENCE WHITE.

HENRY M. LEWIS.



TRUSTEES OF
SAMUEL S. WHITE,
Dental Depot,

Chestnut Street, Corner Twelfth.

Philadelphia, March 16, 1880

J. M. Edison, Esq.
New York

Dear Sir,

I have with inclose the papers sent to me with your favor of the 10th inst. I am very much obliged to you for sending them to me.

Yours Truly,
H. M. Lewis
Trustee

THE WESTERN UNION TELEGRAPH COMPANY

This Company **TRANSmits** and **DELIVERs** messages only on conditions, limiting its liability, which have been admitted to by the sender of said outgoing message. Messages can be **guaranteed** only only by repeating a message back in the sending station for comparison, and the Guarantor will not hold itself liable in case of delay in transmission or delivery or **Unrepeated Messages**. This message is an **UNREPEATED MESSAGE** and is delivered by request of the sender, under the conditions stated above.

A. R. BREWER, Sec'y. **NORVIN GREEN, President.**

Received at 1157 Ave

E. H. Davis, Westport

READ THE NOTICE AT THE TOP.

N.Y.
Since cabling you last Friday, we have looked into position affairs here. We tried that the two parties should amalgamate and satisfy that to secure better conditions from Ameyjahon he and his party represent very important newspapers and great political and financial influence, they have just informed me that they are much displeased with action of Puckas party that in consequence they decline absolutely to

Blank No. 2.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on condition, limiting its liability, which have been accepted by the sender of the following message.

It is hereby agreed that the sender of this message is not responsible for any delay or loss of message or for any error in the transmission or delivery of the message, and that the sender of this message is not responsible for any error in the transmission or delivery of the message, and that the sender of this message is not responsible for any error in the transmission or delivery of the message.

A. R. BREWER, Sec'y.

NORWICH GREEN, Sec'y.

Dated _____ 18__

Received at _____

READ THE NOTICE AT THE TOP.

accept some of charge.
the contract as sent you
March 5th except
that they will advance
all the funds necessary
to liquidate the old company
that affairs are suffering
much by present inaction
and uncertainties and
that your earliest
possible decision by cable
is necessary equity and
the probability of success
seems to be in favor of
the contract with Aubrey &
mailed March 5th, besides

THE WESTERN UNION TELEGRAPH COMPANY

This Company **THANMITH** and **UNLIVERN** accept only on condition, that it is clearly, which has been accepted in by the owner of the following terms:-
 It may be given as well as by repaying a sum back to the sending station for computer, and the Company will not hold itself liable for errors or delays in transmission or delivery of the repeated messages.
 This message is an **UNREPEATED MESSAGE** and is destroyed by request of the sender, under the condition

A. B. BREWER, Seattle

NORVIN GREEN, President

Dated _____ *15* _____

Received at

2/ withdrawal of Akerbergshu
and his party owing to
their powerful influence
might prevent success
of any campaign
formed by other cable
we your views and
discussion soonest
possible H. i.

Harje

161 Paris

Wol

1157 file

READ THE NOTICE AT THE TOP.

H

March 18. 80
4:23 PM.

Cable

Thomas Edison
(Mt. Airy Park N.J.)

This is my second message today.
Should you be in favor of contract
Aubreyon advise me so but do
not sign same until I report
further as I should prefer first
to receive from Aubreyon additional
clauses in your favor
Hargis

45 Paris
H.C.

N.Y.

Cable

March 20, 1880

1209 Am

Edison
Menlo Park N.J.

I learn that Harrison cabled
you Thursday night of which Cable
Mr. Hayes had no knowledge. Mr.
Hayes has withdrawn the case
from Harrison wait advises later
in day regarding modification
favorable to you

Barley

J. F. Davis

Blank No. 2.

THE WESTERN UNION TELEGRAPH COMPANY

WE TRANSMIT AND DELIVER messages only on condition, failing to liability, which has been accepted by the public in the United States. We are not responsible for messages sent by the public in violation of the laws of the United States, or for messages sent by the public in violation of the laws of any other country. Unrepeated Messages cannot be repeated. Messages sent by the public in violation of the laws of the United States, or for messages sent by the public in violation of the laws of any other country. Unrepeated Messages cannot be repeated. Messages sent by the public in violation of the laws of the United States, or for messages sent by the public in violation of the laws of any other country. Unrepeated Messages cannot be repeated.

A. H. BLEWETT, Secy.

S. H. NORTH GREEN, President.

Dated

Cable

March 2/90

1890

Received at

Edison

mulo post

additional contract have been signed by aithergan and at present this morning with a reply August 1st on receiving advice of your offer of contract as modified by these clauses a copy (daily executed will be sent you) you should come to immediate decision five weeks work by me on money found by me personally raised business from situation where it was valuable when Mr Parker started a piratical attack to capture it and for ten days past a scandal has been going on that should be

READ THE NOTICE AT THE TOP.

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

WE TRANSMIT AND DELIVER messages only on condition, failing to liability, which has been accepted by the public in the United States. We are not responsible for messages sent by the public in violation of the laws of the United States, or for messages sent by the public in violation of the laws of any other country. Unrepeated Messages cannot be repeated. Messages sent by the public in violation of the laws of the United States, or for messages sent by the public in violation of the laws of any other country. Unrepeated Messages cannot be repeated.

A. H. BLEWETT, Secy.

NORTH GREEN, President.

Dated

1890

Received at

stopped four of largest Banks and several powerful individuals are in the Rubergon combination and they have paid our expenses two weeks past and have given support and influence they cannot be thrown over without fatal blow to your interest if I have gained any consideration with you I beg you act promptly and assure you that your interests and honor are on the same side following is additional contract. — pour faire suite a notre contrat du 11 mars il est bien entendu que l'apport des brevets dans la Société

READ THE NOTICE AT THE TOP.

THE WESTERN UNION TELEGRAPH COMPANY.

The Chicago **TRANSMITS** and **DELIVERS** messages only on condition, limiting its liability, which have been accepted by the master of the following message:

Enclosed is **transmitted** only by repeating a message each in the sending station for comparison, and the Company will not hold itself responsible for delay in transmission or delivery of **Unrepeated Messages**.

The message is **UNREPEATED MESSAGE** and is delivered by request of the sender, under the conditions stated above.

A. R. BREWER, Sec'y.

NORTH CHICAGO

NORVIN GREEN, President

Dated _____ 18

Received at _____

READ THE NOTICE AT THE TOP.

THE TOP. foregoing you perceive that our gross rate is at least forty per cent of two and quarter million

Bailey

45 Avenue Opera

358 Paris

~~St.~~ Hu. Id. f

Translation

For arranging the continuance
to your contract of the 4th of
March it is well understood
that the capital share of the
patent in the company which
I shall form will not be
less than the sum of two
millions and a quarter
whatever may be the capital
of the company ^{in the event of} ~~at your~~
settlement ~~to which~~ you
are strongly inclined.

We will ~~facilitate~~ ~~make easy~~
facilitate you in the means
of being able to act—
and in accordance with Mr.
Edison and counter-guaranty
duly executed and to inter-
vene at the last—
we will advance you the sum
of cash necessary to this purpose.

finally we will immediately
deposit and the
formation of the said company
a sum of five hundred
thousand francs for and
between the affair and give
to the patent the largest
possible value,

Edouard Le Aubergon.

March 22, 80

Hargis Paris

You may accept for me and
sign any contract which will
produce a reasonable return
and will put a stop to the
present intriguing and which
will most quickly put telephone
in practical operation in France

Edison

39 Menlo Park 2nd

3:10 PM 4/4

3

March 22^d 1880

Heralde
Paris

Edison Cabled Hargis
to accept best contract
that will stop intriguing
and put telephone quickest
in operation

Griffen

20 Menlo Park 2d
mch 22d

3:15 PM
9 H

1 Mm
Edison

Merle Park New Jersey

Mon 22nd 80
2:50 PM

Dubergan Contract modified
seems to me only practical
course for France

Barton
via London

13 paid
Hoey

4 Paris
via N.Y. 22nd

Mon 22. 80
5:45-

Edison

Business suspended
all becoming demoralized
any reply preferable delay

Bailey

13 Collect
(See word)
898

Cable
Paris 21st

March 22nd 1888
5:44 pm.

Griffin Menlo Park
N.J.

Tell Edison Harjes gave me
statement about Harjes yesterday
telegram and contracts submitted to him
Auberson people wanting acceptance
French Contract for Europe putting
up million and half paying us Five
Million Cash situation here critical
and discreditable - Auberson in
possession paying expenses but
business stopped fighting outside
intrigues disgusting them and others
They have now given us everything as
worked and we cant drop them without
scandal and danger too serious
to be thought of

Daily

Edison

JAMES W. WHITE.

J. CLARENCE WHITE.

HENRY M. LEWIS.

TRUSTEES OF

SAMUEL S. WHITE,
Denial Depot,

Chestnut Street, Corner Twelfth.



J. M. Edison Esq.
Man of affairs

Philadelphia, March 21st 1888

Dear Sir,
Your favor
of yesterday is at hand
concerning letter from Mr
Daily which I have with
return with thanks for
your kind attention
Yours Respectfully
Quaker of J. White
H. L. Lewis

Stick No. 1.
THE WESTERN UNION TELEGRAPH COMPANY.

This company TRANSMITS and DELIVERS messages only on condition, limiting its liability, which have been accepted by the Board of Directors. Messages sent by the company are not to be used for any other purpose than the transmission of messages. The company is not responsible for any loss or damage to property or money sent by express or otherwise. The company is not responsible for any loss or damage to property or money sent by express or otherwise. The company is not responsible for any loss or damage to property or money sent by express or otherwise.

A. H. BREWER, Secy. NORVIN GREEN, President.

Dated New York 3/27 1880
 1139 AM

Received of Edison
Menlo Park

My secretary Mr. Bism
 will call on you
 today to present telephone
 contract entered into by
 Mr. Puskas

A. Hegewisch

10 paid
 1706

READ THE NOTICE AT THE TOP.

20

March 27, 80
 5:47 P.m.

Paris
 T. A. Edison
 Menlo Park, N.J.

Paris ratified today
 my contract
 Puskas

Collect



Entre les Soussignés:

31 Boulevard
Hausmann
11 mai 1879
J. M. H.
J. P. H. H.

M^r John H. Hazjes, demeurant à Paris,
45 Avenue de l'Opéra, mandataire de M^r Thomas
Alva Edison, aux termes d'une procuration en date
de New York 2 Décembre 1879, déposée chez M^r Rigold
Notaire à Paris, Demeurant à Paris, Boulevard Hausmann
N^o 47,

M^r Joshua F. Bailey, demeurant à Paris
45 Avenue de l'Opéra, en son nom personnel et comme
mandataire de M^r Natha Gray, aux termes d'une
procuration en date du 1^{er} Octobre 1878, déposée chez
M^r Robin, Notaire à Paris,

M^r Echéodore Puskas agissant en son
nom personnel, demeurant à Paris, Avenue de l'Opéra N^o 115;
Ces deux derniers agissant en outre comme
co-liquidateurs de la Société A. Berthoin & Co;

d'une part
Et la Banque Franco-Egyptienne ayant
son siège à Paris, 32 Boulevard Hausmann, représentée
par M^r Ernest May, son Directeur, aux termes
d'une délibération du conseil d'administration en
date du 13 mai 1879, d'autre part;

A été fait et convenu ce qui suit:

Art. 1^{er}

M^r M. Hazjes, Bailey et Puskas cèdent et
transportent présentement sous la condition expresse
de former une société ou commandite ou par actions,
comme il sera dit ci-après et dans ce but seulement
mais avec toutes les garanties de droit à la Banque
Franco-Egyptienne qui accepte, les brevets français sous
l'énumération suit:

1^{er} le brevet français de quinze ans du dix-
neuf Décembre mil huit cent soixante dix-sept,
numéro cent vingt un mille six cent quatre-vingt
sept, décerné à M^r Thomas Alva Edison pour des
perfectionnements dans les instruments pour contrôler
par le son la transmission des courants électriques
et la reproduction de son correspondant au loin ensemble
du certificat d'addition décerné le quinze janvier mil huit

Sur J. M. H. J. P. H. H.

cent soixante dix huit.

Est néanmoins réservé dans ce brevet, tout ce qui concerne le phonographe.

2° Le brevet français de quinze ans du cinq Février mil huit cent soixante dix huit, numéro cent vingt deux mille quatre cent cinquante deux, délivré à M. M. Roosevelt & Breguet pour des perfectionnements aux téléphones. Ensemble de quatre certificats d'additions délivrés à M. M. Roosevelt & Breguet les 6 Mai, huit, Juillet, quatorze, Septembre et vingt trois Octobre mil huit cent soixante dix huit.

Les Dits brevets et certificats d'addition étant devenus la propriété de M. Roosevelt, seul, par suite de la cession à titre de licitation, que M. Breguet lui a faite de sa part suivant acte reçu par M. le Procureur Notaire à Paris, le vingt quatre Novembre mil huit cent soixante dix huit, lequel Sieur Roosevelt a cédé lui-même à M. Bailey la partie de ce brevet dont s'agit ensemble les quatre certificats d'addition, y rattachant aux termes d'un acte reçu par M. M. Brousseau & Potefm, Notaire à Paris, le quatre Décembre mil huit cent soixante dix huit.

3° Le brevet français de quinze ans du vingt Mai mil huit cent soixante dix huit, venant expirer le deux Mai mil huit cent quatre vingt deux, numéro cent vingt quatre mille six cents, délivré à M. C. Bailey pour des perfectionnements dans les téléphones parlants et leurs accessoires.

4° Le brevet français de quinze ans du dix Mai mil huit cent soixante dix huit, numéro cent vingt quatre mille quatre cent dix, délivré à M. Arthur Gray pour des perfectionnements dans les téléphones et leurs appareils accessoires.

5° Le brevet français de quinze ans du sept Août mil huit cent soixante dix huit, numéro cent trente deux mille cent trente sept, délivré à M. Bailey pour une composition pour la confection des boîtes de téléphonie.

6° Le brevet français de quinze ans du huit Août mil huit cent soixante dix huit, numéro cent trente deux mille cent cinquante cinq, délivré à M. Bailey



pour un système d'électro-motographie?

7^e Le brevet français de quinze ans du seige Roze mil huit cent soixante six neuf, numéro cent trente deux mille deux cent soixante six décerné à M^r Bailey pour perfectionnement dans les téléphones magnétiques.

8^e Le brevet français de quinze ans du six neuf décerné mil huit cent soixante dix neuf, numéro cent trente deux mille trois cent quinze décerné à M^r Bailey pour perfectionnement dans les téléphones à fils enroulés pour certificat d'addition décerné le quatre octobre mil huit cent soixante six neuf.

9^e Le brevet français de quinze ans du vingt un et ont mil huit cent soixante six neuf, numéro cent trente deux mille trois cent cinquante sept décerné à M^r Bailey pour perfectionnement dans les dispositions et l'agencement des postes en communications téléphoniques.

La présente cession comporte tous les certificats d'addition aux Dits brevets et même tous brevets de perfectionnement qui pourraient être pris d'ici à cinq ans par les brevets M^r Mo. Edison Gray et Bailey.

Elle comporte également le Duit Viser pour le temps qui en reste à courir de l'autorisation ministérielle donnée pour l'exploitation des Dits brevets ensemble de toutes autorisations nouvelles à obtenir.

M^r Mo. Hager, Bailey et Bushas s'engagent formellement à faire acquiescer la Banque Franco Egyptienne aux fin et place de la Société A. Berthou et C^{ie} par l'Administration.

Oct. 2.

Pour faciliter à la Banque Franco Egyptienne l'exploitation des brevets qui lui sont cédés dans la forme décrite ci-dessus M^r Mo. Bailey et Bushas en leur qualité de Liquidateurs de la Société A. Berthou et C^{ie} et de l'agencement de leurs co. liquidateurs dont ils justifieront, sous l'ouvent à la Banque Franco Egyptienne tous les bureaux et ateliers et généralement tous les locaux occupés par l'ancienne Société A. Berthou et C^{ie} dans la maison sise à Paris, Avenue de l'Opéra Numéro 45.

Aug. 1893
M. B. M. B.

Ce sous-bail est fait à la charge de la Banque Franco Egyptienne qui s'y oblige.

D'exécuter à la décharge de la Société M. Berthon et Compagnie toutes les charges et conditions du bail principal, tel qu'il a été consenti par M^{re} Veuve Desfontes et conjoints, aux termes d'un acte reçu par M^{rs} Beau de St Gilles, notaire à Paris, les seize et trente un Décembre mil-huit cent soixante dix-huit et de payer seul le loyer annuel de six mille cinq cents francs fixés au dit bail.

Le tout bien entendu à partir de ce jour.

En outre, M^{rs} Bailey & Puskas vendent sous les garanties de droit à la Banque Franco-Egyptienne qui accepte tout le matériel, le mobilier, industriel et de bureau, les installations les appareils et fils déjà établis et généralement tous les objets mobiliers lui appartenant en propre et dépendant de la Société dissoute.

Etat détaillé du matériel et appareil (machineries), sera annexé au présent.

A raison du transport de bail et de la cession conditionnelle, tous les frais généraux impôts, assurances et autres seront à compter de ce jour à la charge de la Banque Franco-Egyptienne.

Comme conséquence et condition des transports et cessions ci-dessus, la Banque Franco-Egyptienne s'oblige à satisfaire à tout abonnement contracté par la Société et Berthon et Cie. Survant état qui en sera fourni et annexé au présent, M^{rs} Bailey & Puskas déclarant qu'aucun prix d'abonnement n'a encore été reçu à ce jour, la Banque Franco-Egyptienne devra donc les abonnements et en fournira le

montant.

Art. 3.

Outre les clauses et conditions ci-dessus les routes et cession de bail dont s'agit sont conventionnées moyennant une somme de cinquante-mille francs ci

51000 "

La Banque Franco-Egyptienne devra se faire tenir compte à M. M. C. Bailey et Duskas les qualités :

1^{re} Des loyers d'avance versés par la Société A. Beithon & Cie s'élevant à la somme de quatre mille francs dont elle deviendra propriétaire

4000 "

2^o Du cautionnement déposé entre les mains de l'Administration des Postes et Télégraphes et s'élevant à la somme de quarante cinq mille francs dont elle deviendra propriétaire

45000 "

Soit au total cent mille francs

100000 "

En sus de cette somme de cent mille francs prix d'achat comme il vient d'être dit la Banque Franco-Egyptienne consent par les présentes à faire à M. M. Klages Bailey & Duskas, tout trois en leur due qualité, un prêt de cent soixante mille francs (160,000^f) qui serviront avec les cent mille francs ci-dessus à liquider l'ancienne Société A. Beithon & Cie.

Les dites sommes seront versées à M. M. Klages Bailey & Duskas après remise de toutes les pièces justificatives des droits et faits énoncés ci-dessus et notamment de titres originaux des brevets et certificats d'addition et des quittances des annuités échues.

Il est entendu que la somme de cent soixante mille francs (160,000^f) étant avancée à M. M. Klages, Bailey & Duskas à titre de prêt et à valoir sur la somme qui pourra leur être attribuée dans l'apport dont il va être parlé ci-après, la Banque Franco-Egyptienne sera remboursée de ces cent soixante mille francs en espèces sur le dit apport.

Art. 4.

La Banque Franco-Egyptienne s'engage à former

cent soixante
au motif que les
M. M. Klages, Bailey & Duskas

200000^f
M. M. Klages, Bailey & Duskas

200000^f
M. M. Klages, Bailey & Duskas

quand il lui plaira, de ce jour au trente un Décembre mil huit cent quatre vingt telle Société en commandite ou anonyme par actions qu'elle jugera convenable à laquelle seront apportées les charges et les avantages du présent contrat et cet effet, il démontre expressément convenu entre les parties que la Banque Franco-Egyptienne pourra à son choix soit apporter elle-même tous les brevets sus mentionnés ensemble des certificats d'addition existant à ce jour, et ainsi que les certificats d'addition ou brevets de perfectionnement qui pourraient être pris pendant cinq ans de ce jour, comme il est dit plus haut, à la Société qu'elle se propose de fonder, soit faire effectuer l'apport à la dite Société des brevets dont il s'agit avec leurs accessoires par les brevets eux-mêmes M. M. Edison Gray et C. Bailey.

Dans tous les cas et que l'apport des Dits brevets à la Société dont s'agit soit fait par la Banque Franco-Egyptienne ou par les brevets eux-mêmes soixante pour cent de la valeur des apports seront attribués à la Banque Franco-Egyptienne et quarante pour cent aux brevets, et il est expressément stipulé que quelle que soit l'importance de cet apport les quarante pour cent revenant aux Dits brevets ne pourront être inférieurs à 900,000^f. neuf cent mille francs en actions.

Art. 5.

Pour l'acquisition de ces Conventions et l'exploitation des brevets jusqu'à la constitution de la Société par actions la Banque Franco-Egyptienne fera à valoir sur le capital de la dite Société une avance jusqu'à concurrence d'une somme maxima de cinq cent mille francs à verser au fur et à mesure des besoins de l'affaire. Ces cinq cent mille francs sont en outre des cent mille pour le prix stipulé ci-dessus et des cent soixante mille francs à avancer à titre de prêt pour la liquidation de la Société A. Beethon et C^{ie} dans les conditions ci-dessus mentionnées.

En vue du meilleur emploi à faire de la dite somme de cinq cent mille francs, dans l'intérêt de l'exploitation des brevets, de leur mise en valeur ou de la liquidation de la Société définitive, la Banque Franco-Egyptienne et M. Hayes amont la gestion de l'affaire jusqu'à la constitution de la

Société par actions et la nomination de son Conseil d'administration.

Dans le cas où d'accord avec M^r. Hager à qualité, la Banque Franco-Egyptienne n'aurait pas en fin de Décembre mil huit cent quatre-vingt constitué une Société et aurait néanmoins dépensé cinq cent mille francs comme il vient d'être dit, elle aura droit à une part de soixante pour cent dans la propriété des brevets. Mais si la somme déboursée est inférieure à la somme de cinq cent mille francs la part dans le pourcentage des brevets diminuera dans la proportion des dépenses réellement effectuées, c'est-à-dire que si elle n'a dépensé que deux cent cinquante mille francs la part sera réduite à trente pour cent et ainsi du reste.

Si la Société est au contraire constituée ainsi qu'il est dit la part à recevoir à la Banque Franco-Egyptienne ne pourra en aucun cas excéder soixante pour cent dans les apports quelle que soit l'importance de la somme déboursée.

Art. 6.

Les cent mille francs payés comme il est dit précédemment pour matériel, loyer d'avance et cautionnement seront repris en espèces par la Banque Franco-Egyptienne sur le capital de la Société qui succédera à ses droits, sans que dans aucun cas, Messieurs Hager, Bailey & Dushak puissent être recherchés pour le remboursement de cette somme.

Il en sera de même pour toutes les sommes dépensées par la Banque Franco-Egyptienne avant la constitution de la Société, comme il vient d'être dit et sans que M^{rs}. Hager & Bailey ou Dushak puissent encourir aucune garantie de ce chef ni soient tenus à contribuer en quoi que ce soit sur leur apport à ce remboursement de dépenses.

Art. 7.

En cas de fusion avec une autre Compagnie de téléphones, la Banque Franco-Egyptienne ou la Société par actions qui succédera à ses droits, devra insérer dans le contrat de fusion une clause stipulant que si la Société

By M^{rs} J. B. H. B. H. B.

fusionnée fait figurer dans la publicité émanant d'elle
ou dans ses titres des noms de brevets lui appartenant
ou d'inventeurs des Dits brevets, elle devra y faire figurer
également le nom d'Edison.

Art. 8.

Les deux parties
par moitié
Eg. J. M. A.
R. B. A.
J. M. A.
R. B. A.

Les frais et enregistrement des présentes s'il
y a lieu seront à la charge de M. M. Kage, Bailey,
et Dushas qui s'obligent à comparaître devant tous
notaires au choix de la Banque Franco-Egyptienne à
toute réquisition pour constater en titre authentique
les présentes et toutes autres conventions qui deviendront
nécessaires.

Fait en cinq exemplaires, à Paris, le vingt
sept Mars mil huit cent quatre vingt.

Approuvé
Banque Franco-Egyptienne
Le Directeur
Général

Approuvé par
J. M. A. R. B. A.
John W. Bailey

Approuvé
J. M. A. R. B. A.

Approuvé
J. M. A. R. B. A.

Approuvé
J. M. A. R. B. A.
J. M. A. R. B. A.

Les deux parties
par moitié
Eg. J. M. A.
R. B. A.

J. M. A. R. B. A.

BETWEEN THE UNDERSIGNED

1. MR. JOHN H. HARJES, residing at Paris, No. 31. Boulevard Hausmann, attorney of Mr. Thomas Alva Edison, according to Power of Attorney, dated New York, December 2nd-1879, deposited with Mr. Segond, Notary in Paris,
2. MR. JOSHUA F. BAILEY, residing at Paris, No. 45. Avenue de l'Opéra, in his own name and as attorney of Mr. Elisha Gray, as per Power of Attorney, dated October 8th- 1878 deposited with Mr. Robin, Notary in Paris,
3. MR. THEODORE PUSKÁS, acting in his own name, residing at Paris, No. 45. Avenue de l'Opéra.

The latter two gentlemen also acting as Co-Liquidators of the Company : A. Berthon & Co.

parties of the first part and THE FRANCO-EGYPTIAN BANK, having their seat at Paris, No. 32. Boulevard Hausmann, represented by their Manager Mr. Ernest May, as per terms of a deliberation of the Board of Administration, under date of March 18th-1880, parties of the second part the following agreement has been made :

2
ARTICLE * I *

Messrs. Harjes, Bailey and Puskás assign and transfer by these presents, the French Patents hereafter specified, under the special condition to form a co-partnership or stock company, as hereafter and for this only purpose, mentioned, but with the full guarantee of rights to the Franco-Egyptian Bank, which accepts:

FIRST: French Patent for fifteen years from 19th December 1877, No. 121,687, granted to Mr. Thomas Alva Edison for improvements in instruments to control by sound the transmission of electric currents and the reproduction of corresponding sounds in the distance, together with the additional certificate, issued January 15th. 1878. and yet reserved in this patent all that concerns the Phonograph.

SECOND: French Patent for fifteen years, from February 5th. 1878, No. 122,452, issued to Roosevelt & Breguet for improvements in Telephones, together with four additional certificates, issued to Messrs. Roosevelt & Breguet, May 6th, July 8th, September 14th, and October 23rd. 1878.

These patents and certificates having become the property of Mr. Roosevelt alone, in consequence of transfer by way of public sale, made by Mr. Breguet to the former, according to act deposited at Mr. Portefin's, Notary in Paris, on November 24th. 1878; the said Mr. Roosevelt having transferred to Mr. Bailey that part of this patent, together with the four additional certificates as per terms deposited in an act, received by Messrs. Trousselle and Portefin, Notaries in Paris, on December 4th., 1878

THIRD : French Patent for fifteen years, from May 20th. 1878, to expire May 2nd. 1892, No. 124,600, issued to Mr. Bailey, for improvements in (speaking) telephones and their accessories.

FOURTH : French Patent, for fifteen years, from May 10th. 1878, No. 124,406, issued to Mr. Elisha Gray, for improvements in telephones and their accessory apparatus ;

FIFTH : French Patent, for fifteen years, from August 7th. 1879, No. 132,137, issued to Mr. Bailey, for a composition for the manufacture of telephone boxes.

SIXTH : French Patent, for fifteen years, from August 8th. 1879, No. 132,150, issued to Mr. Bailey, for an improved system of Electro Motograph.

SEVENTH : French Patent, for fifteen years, from August 16th. 1879, No. 132,270 issued to Mr. Bailey, for improvements in Magnetic Telephones.

EIGHTH : French Patent for fifteen years, from August 10th. 1879, No. 132,315, issued to Mr. Bailey, for improvements in three telephones, together with additional certificate, issued October 4th. 1879.

NINTH : French Patent for fifteen years, from August 21st. 1879. No. 132,357, issued to Mr. Bailey, for improvements in the disposition and arrangement of lines for telephonic communications.

The present assignment admits all additional certificates to the above mentioned patents, and even all patents for improvements which may by the patentees, Messrs. Edison, Gray and Bailey be taken out within five years from now. It admits or includes likewise the right to use during the remaining lifetime the ministerial authorization, given for the use (exploitation) of the said patents, together with all new authorizations, to be gotten.

Messrs. Harjes, Bailey and Puskás bind themselves formally to make the administration approve of the Franco- Egyptian Bank, instead of the firm A. Berthou & Co.

ARTICLE " 2 "

In order to facilitate to the Franco-Egyptian Bank, the cultivation of the patents which have been transferred to said Bank, as specified above, Messrs. Bailey & Puskás, in their quality as liquidators of A. Berthou & Co., and with the consent (to be justified), of their co-liquidators, sublet to the Franco-Egyptian Bank all the offices and workshops, and in general, all the localities which have been occupied by the old company (A. Berthou & Co.) in the Paris House on Avenue de l'Opera No. 45.

This sub-lease is made at the charge of the Franco-Egyptian Bank, which furthermore obliges themselves to execute instead of the firm A. Berthou & Co., all charges and conditions of the principal lease, such as they were fixed by Madame

Widow Desforges and consorts, as per terms of contract, received by Mr. Pean de St. Gilles, Notary in Paris, on the 16th and 31st December, 1878, and to pay the annual rent of 6500 francs for the mentioned lease; it being understood that this becomes in force from this date. Furthermore, Messrs. Bailey & Puskás sell, being entitled to do so, to the Franco Egyptian Bank which accepts all the material, the industrial and office furniture, the installations, the apparatus, the wires already established and, in general, all the moveable objects belonging to them and depending from the dissolved company.

Detailed specifications of the material and apparatus shall be annexed to the present.

All the general expenses, taxes, insurance, and so on, in consequence of the transfer of the lease and the conditional assignment run from this day, to the charge of the Franco Egyptian Bank.

In consequence of and by the conditions of the transfer and assignment above mentioned the Franco-Egyptian Bank binds themselves to satisfy all obligations contracted for by the firm of A. Berthou & Co., according to specifications which will be furnished in regard to them and be annexed to the present act. Messrs. Bailey and Puskás declaring that up to this day no payment whatever has been received for these contracts, the Franco-Egyptian Bank will have to attend to these contracted for obligations, and to receive the money for them.

ARTICLE " 3 "

Besides the clauses and conditions above mentioned, the sale and transfer of lease understood in this present act, have been agreed upon to average a sum Fifty One Thousand Francs, that is.....Francs 51,000.00

The Franco Egyptian Bank, furthermore will have to be indebted for the following amounts, to Messrs. Bailey and Puskás :

FIRST : of the Rent paid in advance by A. Berthou & Co., amounting to the sum of Four Thousand Francs, of which it will become owner.....Francs 4,000.00

SECOND : of the Guarantee sum deposited into the hands of the Administration of Mails and Telegraphes, amounting to the sum of Forty Five Thousand Francs, of which it will become owner.....Francs 45,000.00

From today up to the 31st of December 1911
Total, Hundred Thousand Francs = Francs 100,000.00

Besides this sum of Hundred Thousand Francs purchase money as explained before, the Franco Egyptian Bank hereby consents to give Messrs. Harjes, Bailey & Puskás, to all three in the aforesaid quality, a loan of Hundred Sixty Thousand Francs (Francs 160,000.00) which, together with the above specified Hundred Thousand Francs will serve to liquidate the

former firm of A. Berthou & Co.. The mentioned sums will have to be furnished to Messrs. Harjes, Bailey & Puskás after having remitted all the legal documents respecting the rights and facts, specified above, and especially of the original titles of the patents and additional certificates and receipts for the due annuities.

It is understood that the sum of Hundred Sixty Thousand Francs (Francs 160,000.00) being advanced to Messrs. Harjes, Bailey & Puskás [under title of a loan and to be the value of the sum which can be attributed to them in the specification of stakes of which will be spoken hereafter, the Franco-Egyptian Bank will be reimbursed, for these Hundred Sixty Thousand Francs in cash, for the said conveyance.

ARTICLE " 4 "

The Franco-Egyptian Bank undertakes to form, when it will please them, from today up to the 31st day of December 1890, for the constitution of the said company and the 1st day of January 1891, a co-partnership or anonymous stock company, as in their judgment will be best suited, to which shall be transferred the patents until the stock company will give as advantage to the Franco-Egyptian Bank will give as advantage the charges and the advantages of the present contract ; for this purpose it has expressly been agreed between the parties, that the said Hundred Thousand Francs, shall be advanced to the Franco-Egyptian Bank, according to their (the Bank's) option. According to the said agreement the said bank can either transfer themselves all above mentioned patents together with the additional certificates existing up to this day as also all the additional certificates and patents for im-

improvements which can be taken during five years from this day, as it is stated above, to the company which they intend to form; or can have the transfer or assignment of the mentioned patents with their accessories to the said company executed by the patentees, Messrs. Edison, Gray and Bailey themselves.

In all and every case and the conveyance of said patents to the Company of which is spoken here, being executed by the Franco-Egyptian Bank or by the patentees themselves, Sixty Per Cent of the value of the conveyances belong to the Franco-Egyptian Bank (as their attribute) and Forty Per Cent to the patentees, and it has been expressly stipulated that, whatever be the importance of these conveyances, the Forty Per Cent belonging to said patentees, shall not be less than 900,000 Francs, i. e. Nine Hundred Thousand Francs in Shares.

ARTICLE "5"

For the execution of these agreements and the use (exploitation) of the patents until the stock company has been constituted, the Franco-Egyptian Bank will give an advance on account of the capital of said company a sum to the maximum height of Five Hundred Thousand Francs, to be advanced and furnished according to the needs of the affair. These Five Hundred Thousand Francs are besides of the Hundred Thousand Francs, for the price above stipulated and besides the Hundred

Sixty Thousand Francs under the title of "a loan" have to be advanced for the liquidation of the firm A. Berthou & Co. under the conditions which were mentioned before.

With the intention to make the best possible use of the named sum of Five Hundred Thousand Francs ; in the interest of the cultivation of the patents, of their being made the best of, or of the forming of the definite company, the Franco-Egyptian Bank and Mr. Harjes shall have the administration of the affair up to the constitution of the stock company and the election of its Board of Administration.

In case, or if in accordance with Mr. Harjes and consorts, the Franco-Egyptian Bank had, up to the thirty first day of December, 1880, - not formed a company and nevertheless had spent Five Hundred Thousand Francs, as will be explained, they (the Bank) should be entitled to a share of Sixty Per Cent in the ownership of the Patents. But if the expended sum is less than the sum of Five Hundred Thousand Francs, their interest or share in the percentage of the patents would diminish in proportion to the really made outlay. That is to say: Having not spent more than two hundred thousand and Five Hundred Francs, their share would be reduced to 30 % and so on, in the mentioned proportion.

However, if the company is so formed, as it is said heretofore, the share due to the Franco-Egyptian Bank can in no case exceed sixty per cent of the conveyances, the importance of the outlaid sum being of whatever height it may.

ARTICLE "6"

The Hundred Thousand Francs which, as was mentioned, were paid previously for material, advanced rent and deposited guarantee money, will be taken back in cash by the Franco-Egyptian Bank of the capital of the Company which is to succeed their rights, Messrs. Harjes, Bailey & Puskás in no case can be made responsible for the reimbursement of this sum.

So it will be with all the sums expended by the Franco-Egyptian Bank, before the constitution of the Company, as it will be said, and without Messrs. Harjes, Bailey and Puskás being subjected to a guarantee to this body, nor being held to contribute to this reimbursement in any way whatever in regard to their conveyance.

Approved contents:

(Signed) J. Harjes, J. Puskás, J. Bailey, J. Edison.

ARTICLE "7"

In case of a union with another Telephone Company, the Franco-Egyptian Bank or the Stock Company, succeeding their rights, are bound to insert in the agreement or contract of Union a clause, stipulating that if the United Company would make known in a circular issued by them in their titles, the name of patents owned by them, or the name of the inventors of said patents, the name "EDISON" has at any rate to figure among them.

ARTICLE * 8 *

The charges for registering the presents, if it takes place, will run at the charge of both parties in halves; Messrs. Harjes, Bailey and Puskás oblige themselves to appear before any Notary according to the option of the Franco-Egyptian Bank, and at any requisition, in order to convert in authentic title the present and all other agreements that shall accrue, as necessary.

Executed in Five Copies, at Paris, on the 27th day of March, in the year of eighteen hundred and eighty, A. D.

Approved contents :
(Signed) F R A N C O E G Y P T I A N B A N K.
Ernest May, Manager.

Approved contents :
(Signed) p-pa. T h o-m a s : A l v a E d i s o n .
John H. Harjes.

Approved contents :
(Signed) T h o. P u s k á s .

Approved contents :
(Signed) J. F. B A I L E Y
p-pa. E l i s a G r a y .

Approved contents :
(Signed) J. F. B a i l e y .

Paris March 31. 1880.

Montloper

New Jersey

Copy / Edison

Could not secure sufficiently advantageous conditions with Auberson. Have just closed and signed contract with group represented by Banque Franco Egyptienne which remains binding without any optional clause.

New company will probably be formed immediately, but must be formed during this year, meanwhile they will expend if necessary up to five hundred thousand francs for furthering the enterprise, such expenditures subject to my approval.

You to receive forty per cent of the amount the company gives for the patents with stipulation that your share shall be at least nine hundred thousand francs in shares of the company.

Besides their pay to the old company of A. Berthou company. One hundred thousand francs cash as stated in the contract sent you and also loan one hundred and sixty thousand francs cash to liquidate the said old company.

Barjes

DREXEL, HARJES & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

31, Boulevard Haussmanns,

Paris. 1st April 1880.

Mrs. A. Edison Esq,

Newpark,

Newjersey.

Dear Sir,

Since I wrote you last on the 24th July I am without any of your letters. - In answer to my telegram of the 18th ulto I received however on the 26th of your reply as follows:

"You may accept for me and sign any contract which will produce a reasonable return and will put a stop to the present intriguing which will most quickly put telephons in practical operation in France - Edison"

and have myself telegraphed you yesterday as per enclosed copy advising you that I had signed for you the contract for the disposal of your Telephone patents for France - a copy of said contract I forward to you by this steamer under separate & registered cover.

Mr. Bailey speaks of going to New-York on a short visit, in about a week or 10 days & it is therefore useless for me to refer to any details of the negotiations of the last few weeks. - I may however say, that under no circumstances would I have accepted the Trust conveyed by your letter of Dec 2^d 79, with power of atty, could I have imagined, that in its bearing and consequences it would bring the tenth part of the excessive annoyances, intrigues and hickeries besides great loss of time, to which I have had to submit during the late negotiations here.

Mr. Bailey's never ceasing activity and perseverance against frequent difficulties to keep up and further the interest represented by your patents deserves all praise. It was the Aubrey's group which gave him the first helping hand, this fact and the influence they represented, made me advise you in favor of that contract. I desired however certain modifications, a greater precision on many points, especially as to the minimum sum to be paid for the patents, a fixed limit of time ^{within} which the Company had to be formed,

2^d sheet.

DREXEL, HARRIS & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

31, Boulevard Hausmann,

Paris, 1st April 1880

a sufficient sum to be named which the parties would be willing, meanwhile to expend for pushing and developing before the public the Edison Telephone, and particularly a complete cancellation of the so-called "option" clause, which both the Bailey & as well as Prokas = party claimed and under which they reserved for themselves the option till December of this year to withdraw from the undertaking and be re-imbursed by you in cash for all their expenditures. I was unable to succeed with the Aubergon group but carried all the points just named with the party represented by the Banque Francaise Egypienne (Societe de Credit Industriel & Commercial, Societe Financiere, A. Fleury of A. & M. Fleury, Reinach of Kohn Reinach & Co) and finally closed with them, to which, much to my gratification, both Mr. Bailey as well as Mr. Prokas expressed their entire satisfaction, all the more gratifying to me as both had to sign the contract representing sundry interests.

You will notice that Article 5 of the contract provides for a non-formation of the company, all what the party represented by the Banque Franco Egyptienne is to receive however as a reimbursement for all expenses incurred, is limited to a part-ownership of the patents, i.e. their expenditure gives them a proportionate ownership of the patents as a total of £ 500,000 would bring them 60%.

Although I had no cause to fear that their expenses might be unreasonably increased, mainly by charges for securing certain indirect influences or newspapers under their own control or ownership and thus run up a large bill for which eventually a large percentage of ownership of the patents could be claimed, I thought best to provide a control till the formation of the Company, both as to the expenditures as well as selection of the Board of Directors of the new Coy. Much against my inclination I have been compelled to accept that position myself in absence of any other suitable party here.

A day before closing the contract I was

3^d sheet.

DREXEL, HARJES & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

31, Boulevard Haussmann.

Paris. 2⁶ April 1880

approached by the French telephone Co. represented by Mr. d'Inlanger as to selling your patents to them. -- I thought it to your interest not to entertain their overtures but thought proper to forward your name and therefore your interest (as provided for in Article 7) in case a fusion should after all take place.

In my negotiations for the disposal of your patents I tried to secure two objects, the one an immediate return in money as large as possible, the other, a proper development of your telephone before the French public, and had I been sole owner of your patents I should not have been able to secure better terms.

Since signing the contract, the Banque Franco Egyptienne and Mr. Bailey have represented to me the advisability of making a present of five per cent (to be borne equally by the parties to the contract, i. e. yourself and the Banque

Frank Egyptian) to Mr. Tenty to which I
felt constrained to consent for your interest.
Mr. Tenty was the principal party to the late
Auberson's contract, (he is a member of the French
chambre des députés) a man of influence, part
owner of sundry newspapers "La France", "Le petit
Journal" (the latter with a circulation of about
600,000) and others, ⁱⁿ which already some months
since long articles appeared in favor of your
telephone and the object is thus to recompense
Mr. Tenty for past services and to secure his
continued good will and influence, as naturally
he feels rather hurt not to have himself secured
the contract -. Mr. Bailey however can give
you full particulars about this -. Besides
what goes to Mr. Tenty, the Syndicate represented
by the Banque Francaise Egyptienne has to give, I
am told, twice 5% to other parties for certain
influences so that in reality the Syndicate receives
for itself not 60% but only 47 1/2 %.

I have had several interviews with the

4th Sheet

DREXEL, HARRIS & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

31, Boulevard Haussmann,

Paris, 1^{er} April 1880.

Director of the Banque Franco Egyptienne as to
the appointment of a proper chief Director together
with the necessary staff to immediately commence
active business and development of the enterprise
and to judge from present appearances the Banque
Franco Egyptienne seems desirous for an early
formation of the new Company.

I shall keep you advised as anything
of special interest occurs.

I remain, Dear Sir,

Yours very truly,

John Harris

Sept 12th 1888

Margie Paris

All right

Edison

5 Menlo Park apt 1

220 Pm

g Ho

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on condition, holding its liability, which have been accepted by the sender of the following message: Form can be filled and sent to the nearest station for completion, and the Company will not be held liable for damage to the message or delay in transmission. This message is an UNREPEATED MESSAGE and is delivered by report of the sender, under the conditions stated above.

A. R. BREWER, Secy.

NORVIN GREEN, President.

Dated Paris Via York 11/2 1888

Received at

To Edison Menlo Park

READ THE NOTICE AT THE TOP.
Edison N.Y. Auberger contract was accepted and agreed to sign last Saturday spoken misunderstanding occurred which entreated us all to agree accept Marys contract misunderstanding corrected Monday too late for retraining who was agree Saturday have today effected friendly settlement by which Auberger party remain interested and entering for all time both parties entering Bailey

57 Collect

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on condition, limiting its liability, which have been assumed in the order of the following contract:—
Messages are to be sent only by registered messages back to the sending station for convenience, and the Company is not responsible for the delivery of messages or the delivery of messages under the conditions named above.

A. R. BREWER, Sec'y.

NORVIN GREEN, President.

Dated New York 3^d April 1887

Received at _____

To T. A. Edison

READ THE NOTICE AT THE TOP.

Have you received draft of agreement from Bailey and have you advised from Harjo that would warrant you in signing it I want your decision before cabling Bailey answer direct to Park an Hotel New York Elroy

3-5-87
#9

(enc. 3)
Lelishia Gray
Park and Hotel
New York

Received no agreement but
Harjo has accepted for me
the Franco Egyptian bank
contract, you better rely on
Harjo
Edison

T. A. EDISON,

Menlo Park, N. J.,

Apr 1 1880.

~~Western Electric~~

~~Who received~~
Telegram from you to ship
two telephones to your address
for 10 minutes - which was
done. and now receive
a letter from you asking
you order ten. As we know
about this do you want ten more
or eight more - see your
letter enclosed

Want 10 more Very truly
Respectful orders - A Edison
10 " Ambrose
Gusman
AMB
all 5

T. A. EDISON,

Menlo Park, N. J.,

Oct 4 1880.

~~Western Electric~~

We received
telegram from you to ship
two telephones to your address
for Boston - which was
done. We now receive
a letter from you wherein
you order ten. As we know
about this day you want ten more
or eight more - see your
letter enclosed

Want 10 more Very truly
Yours T. A. Edison
Respectful orders -
2 for our shipment
10 " another
JME
Calle 5

m-p Please send this back
WESTERN ELECTRIC MANUFACTURING CO.
82-88 NEW CHURCH STREET,
NEW YORK.

CHICAGO,
220-222 NIMROD STREET.

APRIL 2-ND, 1880.

MR. PHELPS:—

EXPRESS TEN UNIVERSAL TELEPHONE SETS
WITH PONY CROWNS, AND TEN MOTOGRAPHES COMPLETE TO
BANKER CARE OF DREXEL HARRIS & CO. PARIS, FOR
EXHIBIT IN COUNTRIES EXCLUDING FRANCE. CABLE ME
PARIS WHEN SHIPPED.

37 Orinwell

HASKINS

11

L.A. Edison Esq
Above is copy of
Cable just received from
Haskins - Get the
Motographs ready soon
as possible and send here
Please answer
We look for the Doctor
in three or four days
Yours
Michael J. Smith
ahes

At Depot Jersey City
April 7. 1880.

J.A. Edison

Menlo Park, N. J.

Dear Sir:- I came here for the
~~4.30~~ train intending to remain an
hour at Menlo Park and then get
the through train for Chicago at
New Brunswick at 7⁰⁰

But the gateman refused to let
me through on my Chicago tickets to get
your train and while I was buying
a ticket for Menlo the train went
off.

I know however the reason of
this piece of bad luck. It was because
this visit had reference to the French
business, and no one can do even
so much as merely to tell about

that, let alone doing anything about it without getting all mixed up and not knowing whether he is afoot or on h. b.

I could not possibly stop and take a later train for I have my wife with me and have arranged so that we must be in Pittsburgh tomorrow.

I enclose a cable received today from Bailey.

From this I see that things in Paris are the same as ever.

If McKays has executed the May contract Bailey approving as seems to be the case (May is the Bank France option), then that was the best thing to do undoubtedly. I have nothing special to say about European affairs except that if I owned any interest there and could find any man

to whom I could give it away I should lose no time, — in getting rid of it.

By the way, I have looked over the paper I paid you fifty dollars for to see if you can compel me to take any of the stock without my paying anything for it. I expected that I am safe there.

Dunbarson seemed a nice chap. There was a chance that they would make something out of the telephone.

I have less expectations from May. Bailey has worked hard all the season. He has done some good work. He has been very devoted to your interests and has wanted to do well for

the telephone so as to get
a show in Electric Light.

But so far those against
him have been more than those
in his favor.

But if he is coming over he can
tell you all about it, and as
nobody pays me for my efforts
I shall cheerfully resign anxiety
in regard to Europe.

What Bailey refers to in
his dispatch about people
who want to enjoy fruits of
others labors I don't know.

I always knew there were such
people around - I suppose some
of them have appeared in Paris.

All the indications to me
are that Karyes is a white
sort of a man. He is the
most suitable man I know
of for you to leave your

power with at present -

Yours
Edw. Patton

I presume I shall have
a chance to see you within
a short time.

Blank No. 2.

No. *1st 68*

CABLE MESSAGE.

THE WESTERN UNION TELEGRAPH COMPANY.

All CABLE MESSAGES received for transmission must be written on the Message Blanks provided by this Company for that purpose, under and subject to the conditions printed thereon, and on the back hereof, which conditions have been agreed to by the sender of the following message.

A. W. BARNWELL, Secretary.

MORVIN GREEN, President.

Barton
58 Church Street

Received at WESTERN UNION BUILDING,
BROADWAY AND DEV STREET,
47a New York, *Apr. 7th* 1880.

My.
Aubergis was accepted but difficulty
last moment left acceptance may have brought
place giving Aubergon indemnity Paul
fourteenth Pennsylvania make visit tomorrow
tell him situation mixed make no engagements
European matters pending
to hotel 74 Carson

Blank No. 2

No. 2d 68

CABLE MESSAGE.

THE WESTERN UNION TELEGRAPH COMPANY.

ALL CABLE MESSAGES received for transmission must be written on the Message Blanks provided by this Company for that purpose, under and subject to the conditions printed thereon, and on the back hereof, which conditions have been agreed to by the sender of the following Message.

A. H. BREKWER, Secretary.

NORVIN GREEN, President.

my arrival has new friends *Received at WESTERN UNION BUILDING,*
who have tested and desire *132 a aptly* BROADWAY and 45th STREET,
New York, 1880.
to prevent others laboring not to reply decisively
Even to my own telegrams sent to satisfy others
shall and him be such tomorrow

Nervelite

34 a

N.P.

Apr 7. 80

Paris
Via NY 7

Edison
Minlo Park

Parties here interested know
whether whole or part twenty
five thousand stock remains
in treasury Telephone Company
Europe cable fully
Bailey

24 Collect

N.P.

Apr 8. 1880

Heraclite Paris

All in treasury

Minlo Park Apr 8

R.P.

Paris via NY 11

Apr 11. 80

840

Edison

Entire accord always
with Hayes difference was
about Harrison arranged by
leaving him out our relations

Bailey

18 Collect
79

DREXEL MORGAN & CO.
Wall St. Corner Broad.
New York.
DREXEL & CO.
Philadelphia.
DREXEL, TAYLOR & CO.
Paris.

New York, April 14 1890

Thos. A. Edison, Esq.,
Menlo Park,
N.J.

Dear Sir,

(We have received the following letter from Marcel Nagels P. Paris:
"Monsieur Edison, votre compagnie requires receipts for preparation of carbons for telephone. Do you authorize M. Nagels to guarantee that you will furnish said receipts without extra charge considering it embraced in sale of patents? Reply by cable."

To which kindly enable us to reply

Yours very truly,
Drexel Morgan & Co.

We have embodied the above in a telegram sent you this morning, which is hereby confirmed

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on condition, limiting its liability, which here
before made in by the sender of the following message.
Messages not to be sent after 10:00 p.m. on any day, and to the sending station for acceptance, and the Com-
pany will not hold itself liable for errors or delays in transmission or delivery of messages under the conditions
stated above.

A. H. BREWER, Secy.

NORVIN GREEN, President.

Dated leable. 4/11 1880

Received at 9.30 am Nov 4

Edison Menus Park

New Jersey

READ THE NOTICE AT THE TOP.

Call Hanes to
acknowledge to French
Egyptian Bank that my
interest in present French
contract is half of yours
as in former contract

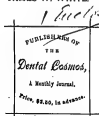
of Paris

Ruckas

JAMES W. WHITE.

J. CLARENCE WHITE.

HENRY M. LEWIS.



TRUSTEES OF

SAMUEL S. WHITE,
Dental Depot,

Chestnut Street, Corner Twelfth.

Philadelphia, *Dec. 17* 1880
J. A. Edison, Esq.
New York N. Y.

Dear Sir,

Yours favor of
the 15th inst. duly received
congratulating me from Mr. Haines.
I will be the letter back with.
I thank you for your courtesy.
I should be glad to see
copy of contract which Mr.
H. signed for you, if you have
received it & can loan it to
me for a day or so. I presume
Mr. Bailey has signed it for us
but he has sent us no copy.

Yours truly
S. M. Lewis
for S. S. White

DREXEL, HARRIS & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

31, Boulevard Haussmann.

Paris, 17th April 1880

Thos. A. Edison Esq.,

Henrico Park,

New Jersey.

Dear Sir,

I wrote you last on the 31st March and have since received, April 1st, your cable:

"All right - Edison"

Since then the *Pompeu Harned Egyptienne* has given its attention to the practical introduction and working of your Edison telephone in a manner which I think was all, if not more, than could reasonably be expected under the circumstances.

It would appear that the power of attorney you sent me Dec^{ber} 2^d and under which I have signed the contract referred to in my letter of March 31st does not altogether comply with the requirements of the French law. I have therefore been requested to have another power executed by you and I now enclose copy of a letter just received from the

Bankre Francaise Egyptienne along with a power such as would answer the purpose; please sign and return the same by first mail.

Above your signature you will please write as mentioned on the document in pencil

"Approuvé l'écriture"

(signature) Thos. A. Edison.

and have your signature certified by a public notary who will have to affix his official seal. The notary's signature requires to be certified by the French Consul in New-York.

The French law further requires that all the material appertaining to the telephones be manufactured in France. It is for this reason and again referred to in the enclosed letter of the Banque Francaise Egyptienne that I cabled you on the 13th inst, through Messrs. French Morgan & Co.

"New Company requires receipt for preparation
of carbons for telephone do you authorize me
to guarantee that you will furnish said receipt
without extra charge considering it embraced
in sale of patents"

in reply

DREXEL, HARRIS & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

2^d sheet — Nos. 4/Edison 84/5

31, Boulevard Haussmann.

Paris 17th April 1880

Messrs Drexel, Morgan & Co. have wired:

"Edison says will give receipt and permit
"Carbon buttons""

all of which I have duly transmitted to the parties
here -

Please send me the needful at your
earliest convenience which, together with the now
power of attorney had perhaps better be forwarded
to me through Messrs Drexel Morgan & Co.

I remain, Dear Sir,

Yours very truly
John W. Morgan

April 17-80

Hayes Paris

Ruskas interest in
Contract just signed is
Equal to mine

Edison

15 Menlo Park
Apr 19-

8:15 am
LH

Apr 20

Edison

We in immediate want Carbon
buttons please forward supply
urgently required

Hayes

Paris

Baltimore Express

4

Apr 20, 80

Harjes Paris

You have a press there

Shall we not send the Carbon
for moulding there

Edison

17 Menlo Park n. J.
Apr 20, 803²¹/₆ Ho

4

Edison

Apr 22 80
@ 12m

Menlo Park n. J.

Send Carbon 45,
avoids for moulding
here

Harjes

12 Paris
ccg

Cable
Griffin Menlo Park New Jersey

Appl 22nd 1880
10¹²

Tell Edison Aubreyon Banque
Nationale group combined with
Franco Egyptine group and Drexel
Harris have accepted all Europe
Contract which I bring for ratification
Capital Million and half hundred
fifty or two hundred down sail
Germanic 29 decide nothing pending
my arrival answer

Xeraclete

48 Paris
HOG

BRANCH HOUSES
New York, 707 and 709 Broadway.
Boston, 13 and 15 Tremont Row.
Chicago, 14 and 16 N. Madison St.

JAMES W. WHITE.

J. CLARENCE WHITE.

HENRY M. LEWIS.

TRUSTEES OF
SAMUEL S. WHITE,

DENTAL DEPOT AND MANUFACTORY,

CHESTNUT STREET, COR. TWELFTH.

Philadelphia, April 27 1880

Mr. N. Edison, Esq.
Watts Park N.Y.

Dear Sir

Your favor of the 20th inst. was duly received & enclosing copy of contract with the Bangor Dental-Explosive.

We herewith return the copy of contract & also send you copy of a translation that we have had made. In the translation some of the idiom are rather imperfectly rendered, but they are probably near enough to give you a clear idea of the meaning of the contract.

Yours Truly

H. M. Lewis

for Edward S. White

Chicago Dec 23^d

Apr 23 80
12¹¹

G. A. Carlson

Bailey, Cable has agreement
covering all Europe with party
including Bank France Egyptienne
Drexel Hays & Jentur if details
of such a scheme are right
I think it would carry great
power

E. M. Boston

32 Oct
1899

77

Table

Apr 25-1880
6:26 P.M.

Edison

Menlo Park N.J.

Contract for Medin Consultation with
Harcis proposed that this firm take
fifth interest Contract made for
Austria alone will benefit interest
of individuals at expense of our
General interests and will make ^{double}
preceptance by bankers of all
Europe Contract remain uncommitted
all European matters till my
arrival Leave Tuesday for
Liverpool

Bailey

19 Paris

Chicago Ill 76
J. A. Edison

Apr 26 1880
2 PM.

Following Cable from Bailey to me -
"Will you entertain proposition new
Company subscribe one quarter capital of
half million francs two directors their side
three yours What date would you ship tools
and come yourself for one or two months
reply fully this cable informally authorized
matter officially authorized next Tuesday on
all Europe matter get engagement Edison
accept nothing ^{other} before my arrival answer
this point - signed Bailey"

What shall I tell him on last point
answer

E. M. Barton

To Pres
H. S.

I shall do nothing
about countries outside
France as I can do next
the patents belong to a
Company of which I
am a mere stockholder

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on condition, limiting its liability, which have been accepted by the owner of the sending station.

A. H. BILWEN, Sec'y

NORVIN GREEN, President.

Dated Cable Cable ap 27 1880 21.5 pm

Received at _____

To Edison message park of

READ THE NOTICE AT THE TOP.
Cable Bailey Royal Hotel
Blackfriars London whether
shall find you message
park about may tenth
important not delay
execution power mailed
nineteenth by Hayes liquidator
waits Drexel Morgan
Cable advising of execution

37 Paris
Hbf.
Bailey

T. A. EDISON,

/
Menlo Park, N. J.,

April 28 1880.

Bailey

Royal Hotel
Blackfriars
London

All right.

J. Menlo Park

12169 No

NY 10
T A Edison

May 10, 80
1145-

Have you returned Power
of Attorney telephones to

Hargis - reply -

Drexel Morgan Co

9 P.M.

Twins mislaid just received
will forward immediately

Edison

JAMES W. WHITE.

J. CLARENCE WHITE.

HENRY M. LEWIS.

TRUSTEES OF

SAMUEL S. WHITE,

DENTAL DEPOT AND MANUFACTORY,

CHESTNUT STREET, COR. TWELFTH.

BRANCH HOUSES
New York, 707 and 709 Broadway,
Boston, 13 and 16 Tremont Row,
Chicago, 14 and 16 E. Madison St.

Philadelphia, May 10 1886

Mr. A. Edison, Dir.
New 60 Park St.

Dear Sir,

Enclosed we hand
you for perusal a letter received to day
from Hon. Ferdinand, formerly of the U.S.
Patent Office, to the American
Speaking Telephone Co. & now U.S. Consul
General to Paris. We regard Mr.
W. before us, deputed for Europe, to investigate
our telephone interests in France & to report
to us the facts. This letter is his first
response. Please return to us after
reading it.

Our last advice from Mr. Bailey was
to the effect that he intended to leave for N.Y.
by Mr. Townsend leaving New York Apr.
29. If he carried out that plan, he is
probably in N.Y. now.

Yours Respectfully,
Messrs. J. W. White
H. M. Lewis

N.Y. 7

May 17, 80
9⁰⁰ AM

T. A. Edison

Banker sails Saturday America
says have Telephone and light
in good shape do nothing
with Bailey
W. B. Meeker

16 paid
H. G.

4 N.Y. 18

May 18, 80

Edison

Will come out tomorrow
afternoon

Bailey

57 paid
H. G.

nr

May 18, 80
11 am.

Edison
Menlo Park New Jersey

Park wants receipt for making
lamp black Puskas

10 Paris

22

May 21, 80
6 pm.

Edison Menlo Park New Jersey

Banker left today - I sail next
Thursday - don't take any decision
before we arrive - very important -
closed Russian and Belgium
Contracts ~~and~~ Austro-Hungarian also
settled - my brother got already
Exclusion Concession in Hungary
am negotiating now Italy

Puskas

42 Paris

ccg

Subject:

In reply to your of

WESTERN ELECTRIC MANUFACTURING CO.

CHICAGO,
190-192 Kinzie Street.

*what did
you say
May 21/80*

J.A. Edison

Dear Sir:

*Mr. Barton
received today cable from
Haskins (from Brussel) as
follows:*

*"Here Bankers request
"will you supply Edison Company
"here exclusively Home nest
"week adden Haskins Brussel"*

*Mr. Barton goes to
Boston to-night - will
return Tuesday morning -
He desired me to inform
you of above message*

*Yours truly,
G. M. Phelps*

3 ~~10~~

May 21. 80

Puskas, Paris

T. A. EDISON.

Present opinion majority-
stockholders favorable all
Europe contract, Desire no contract
separate countries signed without
previous submission to company.

~~Telegraph~~ Answer what done and,
being, Advise Bander. if safe
in Paris

35 Mende 10.11.1880

Edison

Menlo Park 1880.

Wm
T. Nelson

May 22, 80
12.20

Rushes leaves Europe next Thursday
Please await his arrival before
taking any decision. I understand
Mr Banks left yesterday

~ Hegewisch

19 Paid
H. G.

1440

48	33.000	48.886	11
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NY 24

Edison

May 24 80
540

Lewis telegraphs will come
meeting us on train as
proposed by Griffin
I come nine o'clock
train

Bailey

17 Paid
H. H.

TAE
 S. S. White } Directors
 R. L. Cutting }
 R. L. Cutting Jr }
 J. H. Banker }
 S. S. White Pres
 R. L. Cutting Jr Secy & Treas

May 24⁵⁰
list of directors
Skt Co of Europe

ok file

Edison Telephone Company of Europe Limited.

New York, May 25th 1880.

You are hereby notified that in pursuance of a resolution of the Board of Directors of this Company, passed at a meeting held on the 25th day of May 1880, the Annual meeting of the stockholders of the Company will be held on Friday June 4th 1880, at 2 o'clock P.M. at the office of the Company, No. 19 William Street, New York City.

The object of the meeting is to make the annual election of Directors, which should have been made on the 10th day of May 1880 and for such other business as is authorized to be done at such annual meeting by the By-Laws of the Company.

Yours &c.,

H. M. Lewis,

Secretary pro tem.

DREXEL MORGAN & CO.
Wall St. Corner Broad.
New York.
DREXEL & CO.
Philadelphia.
DREXEL, HARRIS & CO.
Paris.

New York May 28 1890
get information from Bailey

Thos A. Edison Esq.
Menlo Park,
N.J.

Dear Sir,

We are this morning in receipt
of the following cable from Mr J. St.
Nargis, Paris:

"Attorneys for Bailey and Ruskas
decline signing organization Coughoy
telephone for France till I assure
them of their share of whatever por-
tion come to Edison. Ask Edison to
give you letter addressed to me giving
particulars of how much I shall hand
over to those parties and what portion
of expenses they have to bear. When you
have received such letter forward same
and cable contents so that I can act
immediately."

to which we ask your attention.

We are also in receipt of your
letter of yesterday's date, and unless we
hear

New York
30 May '88

My Dear Lina

Took a seat in a
car at 1 P.M. yesterday to come
to Melo, but I was not up
to the roof of the Jerseymen.
The car I was in was left
behind & I came back today.
Loren has been in Boston
last two or three days but will
be back Tuesday morning, so
that there will be time to get
acquainted, through & stay
out. I will probably see you
tomorrow. I am very truly,
J. H. Bailey.

1. New York June 4. 1880
Griffith Mendenhall.

Wanted to be useful - Edison
have plain talk with
Barton about work. ~~Robert~~
unless signifies desire for
it. Answer Windsor.

19 paid 24 ref 1.5 per
43d
Bailey

DREXEL, MORGAN & CO.
10th St. Corner Broad.
New York.
DREXEL & CO.
Philadelphia.
DREXEL, HARRIS & CO.
Paris.

New York June 12th 1880

Thomas A. Edison, Esq.
Orleans Place
N.Y.

Dear Sir,

On 29th inst. Mr. Griffin promised us that he would send us your reply to our letter of 28th, asking for information, for Mr. Hayes of Paris, as to what "portion of expenses Bailey & Ruskas have to bear" in the matter of the French Telephone Co. Not having received an answer we today wired you -

"Refers to our letter of 28th. How
" about expenses?"
in which despatch is hereby confirmed.

Trusting you will let us hear from you as early as possible so that we can cable our Mr. Hayes on the subject, we remain,

Yours very truly
Drexel Morgan & Co.

T. A. EDISON,

Menlo Park, N. J.,

June 10th 1880.

Mr. Barton Esq
NY

Dear Sir

Referring to Mr Phelps
letter of the 21st ult regarding
the cable from Mr Haskins
What reply if any did you
make?

Very truly
T. A. Edison

T. A. Edison

Dear Sir

We
did not send any answer.
Did not know what answer
we ought to send.

Yours truly
M. Barton Esq

T. A. EDISON,

Meeting, Friday, June 4, 80
Edison Telephone Co of New York June 1st
Menlo Park, N. J., 1880.

T. A. Edison Pres't Ex. com
H. M. Lewis V. P.
E. M. Barton Ex. com
J. H. Barker
A. L. Griffin Sec'y Ex. Com

Copy

June 2 80
1110

ny 2
T A Edison

Barker has arrived

R L Cutting

3/2nd

DREXEL MORGAN & CO.
Wall St. Corner Broad.
New York.

DREXEL & CO.
Philadelphia.

DREXEL, TAYLOR & CO.
Paris.

New York June 22 1880

Thomas A. Edison, Esq.
Menlo Park N.J.

Dear Sir,

We received this morning your
favor of 18 inst. and at once cabled
Mr. Hayes as follows -

- * Edison says proceeds sales French
- * patents shared third Edison third
- * Ruskaas third Bailey one third
- * expenses borne by Bailey other
- * two thirds expenses depends on
- * original contract between Ruskaas
- * and myself will be settled
- * between us on his arrival.
- * Hold both our shares pending
- * settlements. Letter mailed.

You will observe that we omitted
the word in your letter "as stated
previous telegram" for the reason
that we did not cable Mr. Hayes
on receipt of your letter of 27th May
but mailed for your answer in
regard to expenses.

Wds

We would mention that Mr. Karger
senator of 28th May - asked for a
letter addressed to him. Your
favours of 27th 28th May & 1st June are
to our address but we have sent
them on to Paris, and presume
they will serve their purpose.

We are, Dear Sir

Yours very truly
Dreschler & Co

John H. Porter,
Cassius D. Lowrey,
Geo. Walter Stone,
Chas. Francis Stone,
Geo. S. Hamilton,
Wm. L. Porter.

P. O. Box 1836.

Porter, Lowrey, Loren & Stone,
Attorneys & Counsellors at Law,
No. 2 Broad St., New York.

June 3. 1876

Dear Mr. Porter. Please recede the transfer
of the stock.

As of this is general and the payment
for all purposes partially would be of account
and title in the Company for the purpose
of making a basis for the stock.

Return this as soon as you can

I am truly, Sir,
Yours, J. H. Porter

3rd May

June 8 1880

-Tiffin mends Park.

And expensable you could borrow
offied by mile Fifteen
train Edison also if
possible but will do
if he comes by
Eleven Fifteen and will call
at L. Miller's corner
Broadway and mth. Plainfield
from two o'clock

35 paid last
1200 pm
Bailey

New York
D A Edison mends
Griffin coming out
with papers wait
for him answer

Bailey

9 A Hanover St
He

1202 pm

Ans All right will wait

6 New York Street

Wm. Corman

men's Risk

don't fail to bring
contract Edison with
Puskas regarding
European telephone
especially that of
April ninth seventy
nine meet me nine
o'clock

22 paid Griffin
Ho-f

Proxy.

H. Anstett & Co., Stationers, 23 Nassau Street, N. Y.

Know all Men by these Presents,

That Mr. J. Clarence White and Samuel S. White jointly
Executors of Samuel S. White, deceased.

do hereby constitute and appoint Henry M. Lewis, over

Attorney and Agent for ~~me~~ and in ~~my~~ name, place and stead, to
vote as ~~my~~ proxy at annual election of directors and ~~of the~~
~~company~~ ~~meeting~~ of the Edison Telephone Company of
Europe Limited. to be held, Jan. 14, 1880.
according to the number of votes ~~I~~ should be entitled to vote, if then
personally present.

In Witness whereof, ~~I~~ have hereunto set ~~my~~ hand and seal,
this 4th day of June. one thousand eight
hundred and eighty.

Sent and Delivered in the Presence of

Richard E. Brown

J. Clarence White

Samuel S. White

Samuel S. White

Assignments of patents and other interests in
inventions relating to Speaking Telephones by Thomas
A. Edison, J. Clarence White, and Samuel S. White, Junior,
Executors of J. C. White, deceased, and Joshua F. Bailey
and others, being the several instruments described as
follows, to wit:

1. Assignment dated May 1st 1880 by Thomas A. Edison
of all said inventions and patents therefor in Germany,
Austria, Hungary, Russia, Denmark, Italy and Spain.
2. Assignment dated May 1st 1880 by Joshua F. Bailey
and Thomas A. Edison of German patents 8^o
and 8^o.
3. Assignment dated May 1st 1880 by Joshua F. Bailey
and Thomas A. Edison of Belgian patents 8^o 49,976
and 8^o 50,040.
4. Assignment dated May 25th 1880 by Thomas A. Edison
to James H. Brown, "Inventor" of Application for patent
in Empire of Russia.
5. Assignment dated May 25th 1880 by Thomas A. Edison
of Belgian patents 8^o 43,904 and 8^o 45,375.
6. Assignment dated May 25th 1880 by Thomas A. Edison
of Spanish Patent granted May 6th 1878.
7. Assignment dated May 25th 1880 by Thomas A. Edison
of Application for patent in Empire of Germany.
8. Assignment dated May 25th 1880 by Thomas A. Edison
of Austrian Patents dated Jan'y 1st 1879 and Jan'y 8th 1879.
9. Assignment dated May 25th 1880 by Thomas A. Edison
of Italian Patents of July 8th 1878 and July 4th 1878.
10. Assignment dated May 31st 1880 by J. Clarence White,
and Samuel S. White, Junior, Executors &c. of all right
and interest in inventions and patents of Phelps, Gray
and Pritch in Germany, Austria-Hungary, Denmark, Russia,
Spain, Belgium and Italy.
11. Assignment dated June 3rd 1880 by Joshua F. Bailey.

- J. Clarence White and Samuel S. White Jr. as Executors;
and George M. Phelps of Belgium Patent No. 40,974.
12. Assignment dated June 3, 1880 by Joshua F. Bentley,
J. Clarence White and Samuel S. White Jr. as Executors;
and George M. Phelps of Belgium Patent No.
13. Assignment dated May 15, 1877, by Joshua F. Bentley
of all rights, interest in patents and inventions in
Germany, Belgium, Denmark, Russia, Spain, Austria
and Italy.

having been bound to the Company in execution of
agreements made to said parties for the benefit of the
Company.

Resolved, that it is hereby recommended to the
Board of Directors that said assignments be accepted
by the Company.

Copy
Tele. Co. to Mr.

Resolution

passed June 5, 1880

June 7, 1880

Griffin business card

Will come at ten

* paid copy Bailey
8.10 pm

² N.Y. 7.

June 7, 1880

Griffin
Mentel Park N.Y.

Seen Banker Cutting soon this
morning. All agree issue stock
Edison tomorrow. Think harmonious
whole programme should Puckas come
talk nothing about annual meeting or
French business till I see you early
tomorrow morning. Tell Edison same
my telegraph address this afternoon
Plainfield Bailey

43 P.S.
H.C.

New York, June 8th 1890.

A special

meeting of the Board of Directors of
The Edison Telephone Company of Europe
Limited, will be held on Friday June
11th inst., at 2 o'clock P.M. at No. 19
William St., New York. The object of
the meeting is to take action on the
report of the stockholders meeting held
June 8th 1890, and inspect the issue
of stock.

Henry M. Lewis,

Sec'y pro tem.

4 New York 10
Edison N.Y.

I'll come with the
two fifty five train

Rushes

SPD ~~the~~ 2 30 pm
Xc

John K. Porter,
Cassius H. Loring,
Geo. Walter Mann,
Chas. Francis Stone,
Geo. S. Hamlin,
Wm. L. Porter.

P. O. Box 1836.

Porter, Loring, Loring & Stone,
Attorneys & Counsellors at Law,
No. 3 Broad St. New York.

June 10 1890

To the
Essex Steamship Co. }
of Europe Limited }

As party in convenient, with reference
to their more urgent business, of the Com-
pany, we have to ask that you will
send us, on account of postponed service
to your Company, five hundred dollars
(\$500), together with amount of our bill
for disbursements, herewith enclosed.

Very
Respectfully,
John K. Porter & Co.

Mr. Banker }
President, }

N^o 3 Broad Street
New York June 1880

The Edison Telephone Company
of Europe, Limited.

By Porter, Lacey, Seren & Stone Dr.

Settlements as follows:

Paid for telegrams and postage	3 20	
" " Notary fees on acknow-		
- ledgements & assignments	9	
" " engrossing and transcrip-		
- tion made of numerous		
instruments	28 70	
		40 99

June 11 1880,

Received of T A Edison one certificate of
stock for twenty 20 shares of the stock
of the Edison Telephone Co of Europe Limited
on account of Telephone Contract.
Said Certificate being made to A. H. Hegerwich -
Theodore H. Hegerwich

New York. June 11, 1880.

Mr. William L. Cutting. George Howard
and Carlos H. Howard.

On this day duly appointed inspectors of election
to act at the annual election of directors of The
Evan Stephens Company of Europe Limited
being lawfully duly sworn, each for himself
before our hands that he will discharge the
duties of his said office with fidelity and that
he will not receive any vote but such as he
believes to be legal nor reject any which he
believes to be ~~illegal~~.

Sworn and Subscribed

before us this 11th day

of June 1880.

W L Cutting

George Howard

Carlos H. Howard

Notary Public

New York County

The inspectors above named hereby report
to the meeting that the following named
persons have received the highest number

for the votes cast for directors and
are elected, viz. Thomas G. Edwin James H.
Baumh. S. L. Griffin A. Hagenrich and J.
Bailey.

W L Cutting

George Howard

Carlos H. Howard

J. A. Edison 416 votes
J. H. Bauman 417 "
S. L. Griffin 418 "
A. Hagenrich 417 "
J. H. Bailey 830 "

New York, June 12th 1880.

Dear Sir:

A meeting of the Board of Directors of The Edison Telephone Company of Europe, Limited, elected at the annual meeting, held on the 11th day of June inst., will be held at the office of the company, No. 19 William Street, New York City, on Wednesday, June 16th inst., at 2 o'clock P.M.

Respectfully,

J. P. Barker
A. N. Barker,

Secretary.

Thomas A. Edison Esq.

JAMES W. WHITE.

J. CLARENCE WHITE.

HENRY M. LEWIS.

TRUSTEES OF

SAMUEL S. WHITE,
Dental Depot,

Chestnut Street, Corner Twelfth.

PUBLISHERS OF
THE
Dental Cosmos,
A Monthly Journal.
Price, \$2.50, in advance.

Philadelphia June 12 1880
Mr R. L. Gutting
New York

Dear Sir,

I enclose
the minutes of the meeting
of directors of the E. F. B.
held yesterday.

Will you kindly have one of
your clerks enter them in
the minute book & I will
call & sign them when next
in New York.

Yours Truly,
H. M. Lewis

New York June 11. 1856

A meeting of the Board of Directors of the Edison Telephone Co., of Europe, Limited, was held at 200 N. 4th St. to day, at the office of the Company, At 19 William St. Present, Jas. M. Barker, H. A. Edison, Robert L. Gutting & H. W. Lewis. The President, Mr. Barker in the Chair.

Mr. Barker moved that the assignment heretofore tendered to the Company, as referred to in minutes of meeting of June 5. 1856, be accepted on account of subscriptions to Stock, & that the Five Hundred Shares of Stock as subscribed be now issued to the subscriber as of record. Carried unanimously.

Mr. Lewis moved that, inasmuch as it is deemed to be in the interest of the Company, that the Treasurer, who is by Statute now required, to be appointed by the Board, inasmuch as the Treasurer elect is now absent in Europe, the office of Treasurer is hereby declared vacant, & Robert L. Gutting is appointed Treasurer pro tem, during the absence of the Board, Carried unanimously.

Mr. Barker presented contracts for account of the Company with parties in Belgium & Russia.

On motion the meeting adjourned
H. W. Lewis, Secy

Plainfield N.J. 9/16/88

2d Edison

J. J. J. sitting at J. J. J.
named yesterday in answer
for Lewis which makes majority
citygraph early about afternoon
directors meeting Bailey

20 pages to
at 10:17 am

John K. Porter.
Governor R. Leavoy.
Gen. Walter Harn.
Capt. Francis Stone.
Gen. S. Hamilton.
Wm. L. Porter.

Porter, Leavoy, Loren & Stone.
Attorneys & Counsellors at Law.
No. 3 Broad St. New York.

P.O. Box 1839

June 18th,

Dear Mr. Edison.

I enclose a copy of a letter sent from Paris to a very eminent member of our bar, and a gentleman of the very highest character, who thinks it unnecessary for the present, as I do, that either the name of this correspondent or his own, should be disclosed to you. His relations with people in Paris are very influential, and whatever he says, and I should judge whatever his correspondent has said, may be regarded as very trustworthy. He represents to me that this gentleman who wrote the letter is a person of very large influence, both in business and in social and political circles in Paris, and that he supposed he had secured interests which would be of great advantage, both to yourself and to him; but you can see from the tone of his letter, that he is somewhat grieved by the situation in which things have been placed there by persons claiming to represent you

I send the letter merely for what appears upon its own face, and if you think it deserves attention, I will, under proper reservations, and especially for the purpose of avoiding any unpleasantness with anybody, tell you farther what he ~~said~~

2

said to me in submitting the letter. Our friend goes to Paris, next week, I think, and perhaps it might, for your advantage to meet him after consulting with Mr. Banker or Mr. Puskas, or anybody else, to whom you wish to refer in respect to the subject of the letter.

Yours truly,

John W. Porter,
Clerk of the Court,
Geo. W. Lee, Secy.
Chas. Francis Stone,
Geo. S. Hamlin,
Wm. L. Foster.

P. O. Box 1836.

Enclosure

Porter, Lowrey, Loran & Jones
Attorneys & Counsellors at Law,
No. 3 Broad St. New York.

June 21

1880

Edison Telephone Co of Europe Limited.
Gentlemen.

Herewith find 3 assignments from
Edison to the Co - forwarded from you some days since - (See S. S. 9)

Very Respy

W. B. Brew

for Mr. Jones

Harjes
Paris

June 21 80

I authorize and specially
request that you receive on
deposit funds relating to
Russian Telephone interests

Edison

W. M. W. W. W.
21st

Q-9cc

T. A. EDISON,

Menlo Park, N. J.,

June 23 1880.

Mrs Puskas

27 Pine St. Care A Hegewisch
NY

Hargis Cable no deposit
has yet been offered him

Edison

10 Collect

9⁵⁰
8¹⁰

June 23^d-80

Edison

Shall certainly receive
any deposit tendered thus
for nothing offered

Hargis

14 Paris

DREXEL, HARJES & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

31, Boulevard Haussmann,

Paris 23 June 1880

Dear Sir,

Messrs. W. T. & Co.,
placed with us for your account
from Messrs. Meyer & Co., New York,
Two thousand francs say
\$2000— which we have placed
to your Credit. Yours faithfully
Drexel

James H. Barclay, Esq.,
Messrs. Drexel, Morgan & Co.,
New York.

June 25. 1880
1040
Elizabeth NG 25-
T. A. Edison

Unless special reason contrary
their outfit order for Russia
Belgium Western Electric will
see you tomorrow with
Paris advising. Going Phila
today. Bailey

22 paid 49

PAUL BOUQUIÉ,

INGÉNIEUR,

41, Avenue de la Toison d'Or,

- 62 -

Bruxelles, le 25^e juin 1880

Monsieur James, H. Banker,
President of the Edison Telephone Company of Europe
Limited

New-York.

Cher Monsieur,

M^r. Ch. Hathius vous aura déjà donné
de mes nouvelles à son retour aux Etats-Unis.

Je ne vous ai pas encore écrit depuis son
départ de Bruxelles, principalement parce
que nous avons commencé des négociations avec
la société de M^r. Götendorf et de la relays, comme
je vais vous l'expliquer, et je voulais vous les
communiquer quand elles seraient terminées,
ensuite aussi parce que je vous ai télégraphié
le 12 juin, et j'attendais votre réponse que
ne m'est pas encore parvenue.

Voici la dépêche que je vous ai adressée le 12 juin:

» Cutting - 19 William Street - New-York.
» Order Banker hundred sets with Supplies
» télégraph delay. - Bouquie's -

Pour être ce télégramme ne vous est-il pas
bien parvenu, puisque vous ne m'avez pas
répondu? Nous désirons avoir le plus tôt possi-
ble des instruments pour pouvoir nous

fais connaître les téléphones Edison en Belgique.
Veuillez donc nous faire envoyer à mon adresse,
via Curvers, au moins cinquante Universal
desk sets avec Pouy-Crofters, et tous les appa-
reils du bureau central pour cinquante abonnés.
= avec cinquante, nous aurons assez pour le moment
les autres pourront venir après. — La moitié, soit
25 téléphones peuvent être avec Magneto-Cell
dont j'ai déjà demandé 2 échantillons à M. Hardin.

Nos négociations avec la Société de M. Delclaux et
et Gohendorf ont duré pendant trois semaines,
mais malheureusement elles n'ont pas réussi.
Nous leur avons demandé le paiement de
vingt cinq mille francs cash, et ensuite
vingt francs par semaine pour chaque
téléphone mis en service. Nous avions aussi
un bénéfice sur la vente des instruments.
Ces derniers voulaient avoir seuls le droit de fabri-
quer en Belgique, tandis que nous voulions en
acheter une grande partie en Amérique ou en
les fabriquer beaucoup mieux qu'ici. — C'est
surtout pour cette raison que nous avons rompu
les négociations.

J'oublie de dire que nous imposons l'obligation
d'avoir toujours au moins 55% de téléphones
Edison en service, c'est à dire qu'ils pourraient avoir
seulement 45% de Power ou d'autre. —

Les affaires de téléphones ont beaucoup changé en Belgique depuis notre départ, et paraissent plus difficiles. - Le gouvernement n'a pas encore donné de concession, et il est probable que des conditions très difficiles seront imposées pour l'exploitation, parcequ'il y a déjà 4 ou 5 concurrents entre autres la international Bell téléphone C^{oy} qui fait beaucoup de tapage avec les téléphones Blakke, que le public trouve très bons - La Bell C^{oy} a déjà formé ~~des~~ ^{trois} sociétés à Anvers, Bruxelles et Liège, et elle annonce ici que le téléphone Edison n'est pas aussi bon que les Blakke; que ceux-ci sont adoptés en Amérique, et que aux Etats-Unis on ne veut pas des Edison - C'est une concurrence très difficile pour nous, surtout que nous n'avons pas assez d'instrument. - C'est pour ces motifs que nous avons cherché à nous associer avec la société de M. Gotendorf pour avoir plus de force contre eux. - Il est possible qu'il sera nécessaire de faire une fusion entre toutes les sociétés, et peut-être que le gouvernement l'exigera pour donner des concessions, afin de ne pas avoir plusieurs services différents dans chaque ville.

Je vous prie de m'écrire le plus tôt possible pour me dire quand nous recevrons les instruments.

Vous nous avez aussi promis de nous envoyer la ratification par la Edison C^{oy} of Europe de notre contrat avec vous. Je vous prie de nous envoyer cette ratification qui nous est nécessaire.

Bouffelles June 15, 80
Paul Bouffier

Avez de faire notre société nous voulons
aussi attendre que le gouvernement ait donné
les concessions afin de savoir quelles conditions
nous obtiendrons.

Vous savez que M. Ponsou a envoyé, l'été dernier,
un mémoire au ministre contre la demande
de M. Pède sur le brevet Edison & Bailey. - Le
ministre n'a pas encore répondu, mais il est certain
déjà maintenant qu'il n'admettra pas la
demande de M. Pède.

Si vous voyez M. Haskins, priez-le de m'écrire
s'il m'a promis plusieurs renseignements que
je lui ai demandés.

En attendant votre réponse je vous présente
mes salutations très distinguées.

J. Bouffier

Veuillez l'obligeance de m'envoyer un télégramme
seulement pour me dire que vous avez reçu
cette lettre. —

Nous avons fait quelques démarches pour
l'Italie, l'Espagne et la Hollande,
mais vous ne m'avez pas donné encore de pouvoir
de m'occuper du téléphone Edison dans ces pays.

3 N.Y. 26
J A Edison
Mills Park

Important & favorable
replies from Paris
received. Have you any
thing from Houdart
answer plainfull. will
ride over see you to-
morrow if cooler
unless advised to contrary

26 Paid Bailey
100 1 mile
100

N.P.

June 29 80
2 12

Griffin

Have called Paris
telegraph Plainfield if
anything worth while from
London

Pauley

11 Paid

OAMILLE RIED
General Importer
AND
COMMISSION MERCHANT
42 CHAUNCEY STREET
BOSTON, MASS.

See Conf. with
Wm. West. Bell
No patent there & he
cannot work without
patent and
and is 1900

Boston, July 1st 1880.

Thos. A. Edison Esq.
Newark, N. J.
Dear Sir:-

At the instigation of a company of
bankers in Germany, in whose interest I act,
I beg leave to address you for the purpose
of enquiring of you if you are willing to enter
into negotiations with me for the introduction
of your telephone into Europe, England excepted.
Will you please state the advantages that your
system has over that of Bell and if the patents
that Bell holds for different countries are an
impediment to the introduction of your sys-
tem in those places.

I am also instructed to ascertain
if you would be willing to treat with us in
reference to your Electric Light, in case you
should reach a conclusion in the matter,

OAMILLE RIED,
General Importer
AND
COMMISSION MERCHANT,
42 CHAUNCEY STREET,
BOSTON, MASS.

Boston, 18

or at large, for any other new invention of
yours.

I have to repeat, that I address
to you this letter as an Agent of some
of the wealthiest & most influential
bankers of Germany & beg of you to
keep this matter secret.

Please favor me with an early
reply so I may.

Respectfully,
Oamille Ried

T. A. EDISON,

Menlo Park, N. J.

July 3 1880.

P. Hegewisch
W. J. Rolling Stock Co
Wheel-

My
There are two cabs in
temp for Russia

Edison

Colly

T. A. EDISON,

Menlo Park, N. J., July 8 1880.

Bouguie Brussels

Hundred instruments with Magneto
Calls and two Switch Boards two
Thousand and fifty dollars. ~~Revised to~~
telegraph transfer this amount Bazel
Morgan New York and will ship ~~for~~ material

Griffin
Secretary Edison
Telephone Company

33 Mail
Blank 19 July 8

11 AM
9 PM

T. A. EDISON,

Menlo Park, N. J., 1880.

	Switch Bds.	850 00
2	350	850 00
		850 00
100, insts	850	2,050 00
100 magneto calls	850	
2 Switch Boards	350	
		2,050 00

T. A. EDISON,

Menlo Park, N. J.,

July 10 1880.

Paul
Bouguie Brussels

Did you receive my cable
of Eighth instruments are
ready answer

Griffin

Secretary Edison
Telephone Company
of Europe

22 paid menlo Park
10

301
9 Km

T. A. EDISON,

Menlo Park, N. J.,

1880.

Griffin
Secretary Edison Telephone
Company
Menlo Park N. J.

Will telegraph transfer two thousand
dollars in two days please send
bill
Bouguie

To Brussels

T. A. EDISON,

Menlo Park, N. J., _____ 1880.

Telegram

Menlo Park N.J July 12. 80

Westn Elec Mfg Co

NY

Make for Bouguie immediately one
hundred each one hundred magneto
Call boxes switch boards for one
hundred subscribers half of this
order must go as soon as possible
Edison

PAUL BOUQUIÉ,

INGÉNIEUR,

41, Avenue de la Toison d'Or,

-23-

Telegrams : PAUL BOUQUIÉ, Havre.

Bruxelles, le 12 juillet 1880

Monsieur Griffin,
Secretary of the Prison Telephone Co.
of Europe Limited.
Nelson Park

J'étais en voyage quand votre premier
télégramme est arrivé ici, disant :

" Hundred instruments with
" magnets calls and two swift
" boards two thousand and fifty
" dollars telegraph transfer the
" amount Direct Morgan New
" York and will ship immediately.

Votre seconde dépêche est arrivée ici
hier dans la journée.

J'y ai répondu comme suit :

" Will telegraph transfer
" two thousand dollars into
" two days. Please send bill.

Je ne pourrai pas envoyer aujourd'hui
cette somme parce que mon ami
Mr. Speer est absent, et je dois
lui téléphoner avant de faire le

le paiement.

J'aurais donc après demain la
somme de 2050 dollars par celle
à M^{rs} Israel Morgan à New York

Je suis surpris que le prix
de ceint instruments soit aussi
élevé, car les universal desk

Les penny crown
contient seulement
1 d. 6 p.

sets ne coûtent que 8 dollars 1/2, et
je croyais que les magneto calls
valaient seulement 3 ou 4 dollars
de plus que les universal desk sets.

Je vous ai donc prié de m'envoyer
la facture (bill) de cette fourniture.

Je suppose que ces instruments
ont été fabriqués par la Western
Electric manufacturing Co à New
York, car je suis fort satisfait
de quelques téléphones que
j'ai reçus ici comme échantillon
de cette Co.

Je suppose aussi que vous
enverrez avec la deuxieme
bord tous les autres accessoires
(supplies)

Pour le bureau central, comme
je l'ai demandé dans ma lettre
à M^r J. W. Banker.

Veuillez prier M^r Banker de
me faire répondre à cette lettre,
dans laquelle je lui donne toutes
les explications nécessaires.

Agreez, Monsieur, mes salutations
très distinguées

J. Frey

Veuillez m'excuser si je m'exprime
en Français, n'ayant pas assez
l'habitude de correspondre en
Anglais.

Veuillez aussi présenter mes saluta-
tions à M^r Banker quand vous le
verrez.

I was away when
your first telegram
was received here
saying

"Hundred instruments
with magnets calls
and two switch boards,
two thousand and
fifty dollars telegraph
transfer this amount
Drexel and Morgan
New York and will
ship material."

Your second despatch
has arrived here in
the last day.

I replied to this
as follows -

"Will telegraph transfer
two thousand dollars
in two days, please
send bill"

I cannot send at
the present time this
sum because my friend
Mr. Spee, is away,
and I ought to tele-
graph to him before
making the payment.

I shall forward
the sum of
2050 dollars by cable
to Messrs Drexel and
Morgan in New York.
I am surprised that
the price of one hundred

instruments should be so high, because the universal desk sets cost only 8 dollars and I believe that the magnets calls are valued at only 3 or 4 dollars more than the universal desk sets.

I would therefore ask if you would be so kind as to send the bill of the same.

I suppose that these instruments were made by the Western Co. in N. Y. because I am satisfied from the first telephones that I have received here as samples of this company.

(3)

I suppose also that you send with the two switch boards all the other accessories for the central bureau, as I have requested in my letter to Mr. Banker.

Will you please ask Mr. Banker to reply to this letter in which I have given him all necessary explanation.

Yours Compliments

P. Boagrie.

P. S. Please excuse me for writing in French as I am not familiar with the English language enough to corre-

(4)

Spoud,

Please give my regards
to Mr. Bunker when you
see him.

Subject.....

In reply to yours of

WESTERN ELECTRIC MANUFACTURING CO.,
65-68 NEW CHURCH STREET,
NEW YORK.

CHICAGO,
225-227 State Street.

July 14/88

T. A. Edison

Menlo Park N.J.

Dear Sir:

I enclose bill against
the Edison Co of Canada

Apparatus Rents 335.77
✓ Harding's Expenses 217.91
Rents

Which please put in the way of
settlement=

You have never
charged us for the Phonograph
billed herein - they came from
you - If you prefer you
can settle about them direct
yourself. Notify us if not
we will credit them back.
Other wise please send us a
bill for the twelve

352
12
340
342
168.90

6 disc
& case

Yours truly
Leon M. Welch
LMW

H. S. RUSSELL, President.

W. H. GILES, Vice-President.

C. EMMERSON, Treasurer.

THE CONTINENTAL TELEPHONE COMPANY.

No 96 Milk Street.

P. O. BOX 238.

Boston, Mass., July 14, 1886

Mrs. A. Edison Esq
Meadow Park
New Jersey

To Mr. Edison
Care of Meadow Park
New Jersey

Dear Sir

Will you so far
favor as to give me
the names of the parties
who own your Telephone
Patents in Italy, Russia,
Spain, Portugal &
South American? Pray
pardon the trouble

Very truly yours
A. Russell
Pres.

T. A. EDISON,

v
E

Menlo Park, N. J., *July 15* 1880.

Paul Bouguie
Parsella

When instruments ready
shall Hastings go with them
Griffin
Secretary

14 Menlo Park N.J. Paid

3 Aug

PAUL BOUQUIÉ,

INGÉNIEUR,

41, Avenue de la Toison d'Or,

-40-

Bruxelles, le 18 Juillet 1880

Monsieur Griffon,
secrétaire de la Région téléphonique d'Anvers
Monsieur Griffon

J'ai l'honneur de vous confirmer ma
lettre du 12 Juillet

Après avoir reçu votre télégramme demandant si M. Haskins devrait venir ici avec les instruments, j'y ai répondu hier comme suit

"Haskins must not come now."

J'ai expliqué à M. Haskins, avant son départ de Belgique, que je ne croyais pas lui demander de venir ici, avant que nous ne soyions complètement organisés pour commencer l'exploitation des réseaux téléphoniques en Belgique.

Nous ne pouvons pas encore commencer cette exploitation parce que le gouvernement belge n'a pas encore donné la concession que je lui ai demandée pour les différentes villes du pays.

au plus tôt

aussitôt que nous aurons reçu ces
permis, j'examinerai avec mes
docteurs, ce que nous devons faire suivant
les conditions posées par le gouverne-
ment.

En attendant ce moment, je désire
recevoir le plus tôt possible les
dits instruments avec les acceptations,
afin de les avoir prêts pour commencer
aussitôt que cela sera nécessaire.

J'ai fait payer les 2050 dollars
à Mrs Deane Morgan, par l'inter-
médiaire de la banque de Paris
à New York qui a un correspon-
dant à New York.

Je vous prie d'agréer, Monsieur, l'assu-
rance de ma parfaite considé-
ration.

J. Morgan

BRANCH HOUSES
 New York, 707 and 709 Broadway.
 Boston, 13 and 16 Tremont Row.
 Chicago, 14 and 16 E. Madison St.

JAMES W. WHITE J. CLARENCE WHITE. HENRY M. LEWIS.

TRUSTEES OF
SAMUEL S. WHITE,
 DENTAL DEPOT AND MANUFACTORY,

CHESTNUT STREET, COR. TWELFTH.

Philadelphia, July 22 1880

W. H. L. Cutting, Treas.
 Edison Telephone Co. of Europe
 New York

Dear Sir

Enclosed are bills against
 the Edison Tel. Co. of Europe, as follows.

for instrument sub. order of Mr. Bailey	486.83
Patent Expenses paid to Baldwin Hopkins & Payson	278.14
	<u>196.53</u>

as paid by Estate of S. S. White \$761.50

We also enclose of current showing balance
 against the Company of \$66.49.

The bills for Patent Expenses are for future
 necessary to keep the patents alive until the
 assignments were in the possession of the Company.
 We have instructed Messrs Baldwin Hopkins

& Payson to pay no more expenses of this kind unless
 directed by the officers of the Company. We presume
 the Company will look after all such expenses in
 future. Messrs Carpenter & Co. of London have acted as
 agents for S. S. White & are probably fully paid in relation
 to all these patents. Please acknowledge receipt.

Yours Truly
 Estate of S. S. White
 per J. H. Lewis

[ENCLOSURE]

Folio.....

Philadelphia,

July 22 1877

Edison Telephone Co of Europe, Limited

New York

Estate of

In account with **SAMUEL S. WHITE.**

1886

1880

June 15 To Cash Paid Cash	378.14	July 1 By Balance from 7c	895.81
July 1	176.53	" " " " " "	6.47
1 " Instruments	456.83		
	<u>961.50</u>		<u>961.50</u>
July 22 To Balance	766.47		

H. S. RUSSELL, President.

W. H. FORBES, Vice-President.

C. EMERSON, Treasurer.

THE CONTINENTAL TELEPHONE COMPANY.

No 98 Milk Street.

P. O. BOX 338.

Dear Sir -
We are ready at any time
to make an equitable arrangement
The Edison Telephone Co. of Europe, Limited
19 William St.
New York
Sept 22 1880
Edison
President

Gentlemen I have very
probability that we may
harmonize or consolidate
our work in those countries
where we represent - The
Bell Telephone, say
St. Petersburg, Spain & Portugal.

Yours very obedt. servant -
M. Henry F. Russell
Pres.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS FRAMES only on condition, limiting its liability, which have been submitted to by the sender of the following message, to the sending station for transportation, and the Company will not hold itself liable for service or delays in transmission or delivery of the aforesaid message.

This message is an UNRECORDED MESSAGE and is delivered by request of the sender, under the conditions stated above.

A. N. HILF, Sec'y.

NORVIN GREEN, President.

Dated New York 23 188

Received at _____

To Edison

Memorandum

READ THE NOTICE AT THE TOP.

Please answer it
and where you ordered
telephone for missie
answer paid forty
last twenty sixth st

Notbeck

17 Paid ^{ms} 243 pm

40 auct 26th st ny

Did not order but learned that to
you - I suggest Western Electric
Mfg Co New York & Edison

[LONDON: 15, GRAY'S INN SQUARE]

Mrs. Austin is a fine old
 lady - very distinguished. There
 is a son in Paris. He has
 found her time from the
 to his present address
 is Place de la Made
 6, number 11. He is about to
 return to his
 Paris
 5 Aug

5 August 1880.

Dearest;

While in Paris your Attorney, Mr Bailey, borrowed a sum of £200 from my client Mr. George Waters for the purposes, as he stated, of the negotiations relative to your Company. A great part of this sum is still due, but I am informed that Mr Bailey has left Paris, and has no longer anything to do with the Company here. I have had to take judgment against him and as he has not satisfied the judgment the next step will be to have him declared Bankrupt and thus respect the arrangements that have been made by him with the other parties as to the Telephone. I do not of course wish to leave room to any such proceedings, but the conduct of Mr Bailey fully justifies my doing so. I have also other debts to whom Mr Bailey owes large sums of money. Under these circumstances, I shall be extremely obliged if you will give me the present address of Mr Bailey, and inform me what is his present position.

In the meantime, you will please consider

this letter as notice to withhold any money which
you may owe him or which may come
into your hands for him.

Yours truly
Chas. M. Hall

Monsieur. Adieu
Menloe Park
New Jersey
(Chas. M. Hall)

Received 1880
C. K. Hall
Aug 14 80

H. S. RUSSELL, President.

W. H. FORBES, Vice-President.

C. EMERSON, Treasurer.

THE CONTINENTAL TELEPHONE COMPANY.

No. 95 Milk Street.

P. O. BOX 328.

Boston, Mass.,

August 10th 1880

Prof. Thomas A. Edison. Pres.
Moulton Park.
N. J.

Dear Sir.

I have the pleasure of acknow-
ledging the receipt of your favor of
the 30th ult.

Will you kindly inform
me what patents you hold in the
Countries in which this Company is
incorporated, v.e. Russia. Italy. Spain and
Portugal, also South America.

Very truly yours

H. S. Russell
President

Edison Tel Co of Europe
Box 9 Glen pots
in Russia Italy
Spain Portugal
Belgium
Austria
Germany pots
in Germany pots
from hanging wire
since 1877

Norwich, Aug 14. 1880.

I hereby, for value received,
sell and transfer to Joshua
F. Bailey five shares of the
Capital Stock of the Edison Tele-
phone Company of all Europe,
and will deliver certificate
to him or his order as soon
as I reach New York.

The certificate for said
stock is in my private safe in
New York, and I am tempora-
rily kept here by sickness in
my family.

Thomas Harland

Norwich, Aug 14. 1880.

I hereby, for value received,
sell and transfer to Joshua
F. Bailey seven shares of the
Capital Stock of the Edison
Telephone Company of
all Europe, and will deliver
certificate to him or his order
as soon as I reach New
York.

The certificate for said
stock is in my private safe in
New York and I am tempora-
rily kept here by sickness in
my family.

Thomas Harland

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

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 Every message transmitted by the Company will be subject to the conditions of the Company's regulations, and the sender of the message will be held liable for the same.
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A. R. GREEN, Sec'y.

NORVIN GREEN, President.

Dated Plainfield, Aug 16th 1880

Received at Newark Park

To J. A. Edison

READ THE NOTICE AT THE TOP.

Perhaps would accept
 as discussed yesterday
 see you this afternoon
 or tomorrow morning.

Barley

13th mms
 11.10 am

THE WESTERN UNION TELEGRAPH COMPANY.

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A. R. GREEN, Sec'y.

NORVIN GREEN, President.

Dated N.Y. 16 1880

Received at Newark Park

To J. A. Edison

Newark Park

J. A.

READ THE NOTICE AT THE TOP.

Telegraph me Plainfield
 whether offer four for
 option is made seriously

Barley

11 paid $\frac{0.3}{x}$ 2.25 pm

Et les seize et dix sept sous mil huit cent
quatre vingt Pardevant M^e Dubou & M^e Caré,
Notaires à Paris, soussignés, le dit M^e Caré substituam M^e
Gustave Robin, son collègue, aussi Notaire à Paris, momentanément
absent.

Ont comparu:

^{1^{er}} M^e Georges Lebey, rentier, demeurant à
Paris B^e Hansmann N^o 134,
^{2^{me}} M^e Jules Lavi, Propriétaire demeurant
à Paris Boulevard de la Villette N^o 204.

Agissant tous deux comme mandats du Conseil
d'Administration de la Compagnie des Téléphones,
Société Anonyme, ayant son siège à Paris rue
Neuve de la Petite Chapelle N^o 66, et sous
réserve de l'approbation de l'Assemblée Générale des
Actionnaires de cette Société.

^{3^{em}} M^e John Henry McGehee, d'une part,
Demeurant à Paris, Boulevard Hansmann N^o 31,

Agissant au nom & comme mandataire de
M^r Thomas Alva Edison, Ingénieur Électricien
Demeurant à Menlo Park Linn de New Jersey
(États-Unis) en vertu de la procuration qu'il lui a
donnée par acte sous signature privée en date du
vingt Mai mil huit cent quatre vingt à Menlo
Park, dont l'original, certifié par M^r Griffin
Notaire Public de l'État de New Jersey, légalisé
et enregistré, a été déposé pour minute à M^e
Gustave Robin, suivant acte passé par lui et
son collègue, Notaires à Paris, le deux Vingt mil
huit cent quatre vingt enregistré;

Expedition de la dite procuration délivrée par
le dit M^e Gustave Robin et Demeurée ci-jointe
après mention;

D'autre part,

^{4^{me}} M^e Constant Rousseau, Receveur de rentes,
Demeurant à Paris B^e de Schastropol N^o 113;

Agissant au nom & comme mandataire:

1: de M^r Joshua Tranchilin Bailey, Négociant
demeurant à Paris, Avenue de l'Opéra N^o 45,
tant en vertu des pouvoirs qu'il lui a donnés aux
termes d'un acte reçu en minute par M^r Echeze &
son collègue Notaires à Paris le 23 Avril 1880, en-
gistré & dont une expédition est démentée ci-après
après mention, qu'en vertu des pouvoirs contenus dans
un acte de procuration et substitution du dix-huit
Avril mil huit cent quatre-vingt déposé aux minutes
de M^r Echeze & Notaire à Paris et dont expédition en
est ci-après annexée;

2: Et de M^r Phylip Gray, physicien, demeurant à
Chicago (Amérique du Nord) en vertu: 1: de la
procuration donnée par M^r Gray à M^r Bailey
sur son nom, suivant acte sous signature privée
dont l'original certifié le 8 Octobre N^o 8 par M^r
James W. Pelik, Notaire Public à Philadelphie
légalisé & enregistré a été déposé pour minute
à M^r Gustave Robin, suivant acte reçu par
lui & son collègue, Notaires à Paris le 6 Avril
1880; 2: et de la substitution consentie par
M^r Bailey à M^r Rouveau, aux termes
d'un acte sous signature privée, en date à Paris
du 11 Avril 1880, enregistré, contenant procuration
et substitution et déposé pour minute à M^r Echeze
suivant acte reçu par lui et son collègue notaires
à Paris le 11 Mai 1880.

Expéditions desquelles procuration & substitution
sont démentées ci-dessus après mention

Desquels ont été fait ce qui suit:

I. La Compagnie des Téléphones a été formée suivant
acte reçu par M^r Dufour, sousigné, le 2 Février mil
huit cent quatre-vingt au capital de cinq millions de
francs divisé en dix mille actions de cinq cents francs
chacune. Sur ces actions, il en a été attribué
en représentation des apports deux mille huit cents comme
initialement libérées et deux mille deux cents comme libérées
de deux cent cinquante francs. Les cinq mille de surplus
ont été souscrites par divers personnes ou sociétés et

3
 stipulés payables en numéraire

Les Statuts sus-énoncés ont été suivis d'un acte aux minutes de M^e Dufour, en date du treize février mil huit cent quatre vingt, constatant la déclaration de souscription de cinq mille actions payables en numéraire & du versement du quart sur chacune d'elles. A cet acte est jointe la liste des souscripteurs constatant l'état des versements.

Et la dite Société a été définitivement constituée aux termes de deux délibérations de l'Assemblée Générale des Actionnaires, en date des dix-neuf février et premier Mars mil huit cent quatre vingt dont les procès verbaux ont été déposés au rang des minutes du dit M^e Dufour par acte du 10 Mars dernier enregistré.

Enfin la dite Société a été publiée conformément à la loi, ainsi que le constatent les pièces déposées au dit M^e Dufour par acte du sept Juin suivant.

II. D'une autre côté, il existe une exploitation de téléphones d'après les systèmes brevetés de M^{lle} Edison, Bailey & Gray.

Les parties ayant reconnu qu'il y avait avantage & utilité:

1^{re} Et réunir aux brevets que possède déjà la Compagnie des Téléphones, ceux que possèdent M^{lle} Edison, Bailey & Gray.

2^{de} Et augmenter le capital social de la dite Compagnie par suite d'une émission d'actions dont partie serait attribuée en représentation de l'apport de tels brevets et parts payables en numéraire.

3^{de} Et à apporter diverses modifications aux Statuts de la dite Société.

Ont à cet effet, arrêté les conventions suivantes qui ne deviendront toutefois définitives qu'après que les formalités prescrites par la loi auront été accomplies.

Article 1^{er}.

M^r Harjoz au nom et comme mandataire de M^r Léon, apporte à la Compagnie des Téléphones ce que M^{lle} Edison & Bailey & Gray en nom, acceptent.

1^{er} Un brevet d'invention pris en France, sous le numéro

1868 au nom de M^r Edison pour quinze ans
qui ont commencé à courir le dix-neuf Décembre
mil huit cent soixante Dix sept pour des perfectionne-
ments dans les instruments pour contrôler, par le
son, la transmission des courants électriques et la
reproduction de son correspondant au lointain.

Et un certificat d'addition à ce brevet délivré
à M^r Edison le quinze Janvier mil huit cent soixante
Dix huit.

Est expressément réservé à M^r Edison et ne
fait point partie du présent apport tout ce qui dans
ce brevet et le certificat d'addition concerne le Phonographe.

En représentation et pour prix de cet apport,
il est attribué à M^r Edison trois mille cent trente
cinq actions entièrement libérées, à prendre sur celle
qui vont être ci-après créées.

Article 2

M^r Roudeau, au nom et comme mandataire
de M^{rs} Bailey & Gray, apporte à la Compagnie des
Téléphones, ce que M^{rs} Leboy & Linn acceptent :

1^o Tous les droits de M^r Bailey à la
propriété et à l'exploitation des brevets & Certificats
d'addition ci-après, mais seulement pour la partie
qui se rapporte aux Téléphones à deux membranes
que elles aient soient convergentes ou parallèles, tel qu'il
est expliqué dans la description en regard des figures
1, 4, 5, 6 & 7 du Dessin annexé au brevet ; étant
expressément réservé et ne faisant pas partie du
présent apport, les parties qui concernent le Téléphone
à membrane unique savoir :

Un brevet d'invention pris en France au nom
de M^{rs} Roosevelt & Breguet, sous le N^o 122,452, pour
perfectionnement au Téléphone.

Et quatre certificats d'addition au brevet accordés à M^{rs}
Roosevelt et Breguet les six Mai, huit juillet, quatorze septembre et
vingt trois octobre mil huit cent soixante dix huit.

Lesquels brevets et certificats d'addition ont été accordés
pour quinze ans, à compter du six février 1878 et sont devenus la propriété de M^r
Roosevelt seul par suite de la cession, à titre de l'invention que M^r Breguet lui
a faite de sa part, suivant acte reçu par M^r Portefeu, notaire

à Paris le vingt quatre Novembre mil-huit cent soixante
dix huit, lequel sieur Roosevelt a cédé lui-même à
M^r Bailey la partie faisant l'objet du présent appoint
du dit brevet et des quatre certificats d'addition aux termes
d'un acte reçu par M^r Tronville & Portefin, Notaires à
Paris le quatre Veuembre mil huit cent soixante dix huit;

3^e Un brevet d'invention pris en France au nom
de M^r Bailey pour un temps devant expirer le deux Mai
mil huit cent quatre vingt deux, sous le N^o 124600 pour
des perfectionnements dans les téléphones parlants et leurs
accessoires et d'un Certificat d'addition à ce brevet délivré
à M^r Bailey le vingt huit Octobre mil huit cent
soixante dix huit

4^e Un brevet d'invention pris en France au
nom de M^r Bailey pour quinze ans du sept Août
mil huit cent soixante dix neuf, sous le N^o 132137
pour une composition pour confection des boîtes de
téléphones

5^e Un brevet d'invention pris en France au
nom de M^r Bailey pour quinze ans du huit Août
mil huit cent soixante dix neuf sous le N^o 132155 pour un
système perfectionné d'électro-motographie;

6^e Un brevet d'invention pris en France au
nom de M^r Bailey pour quinze ans du seize Août
mil huit cent soixante dix neuf sous le N^o 132270
pour perfectionnements dans les téléphones magnétiques

7^e Un brevet d'invention pris en France au
nom de M^r Bailey pour quinze ans du dix neuf Août
1879 sous le N^o 132315 pour perfectionnements dans
les téléphones à pile et d'un certificat d'addition à ce
brevet délivré à M^r Bailey le quatre Octobre mil huit
cent soixante dix neuf;

8^e Un brevet d'invention pris en France au nom de
M^r Bailey pour quinze ans du vingt un Août mil huit cent

soixante six-neuf sous le N° 13357 pour perfectionnement dans la disposition & l'agencement des postes en communication télégraphique.

9° Un brevet d'invention pris en France au nom de M^r Bailey pour quinze ans, du douze Novembre mil huit cent soixante six, sous le N° 127390 pour des perfectionnements dans les téléphones électriques et dans les appareils qui s'y rattachent.

10° Le m^e brevet d'invention pris en France au nom de M^r Gray pour quinze ans du six Mai 1878, sous le N° 124406 pour des perfectionnements dans les téléphones et leurs appareils accessoires.

En représentation & pour prix de cet apport, il est attribué à M. M. Bailey & Gray sans répartition entre eux, comme ils l'entendront cent soixante cinq actions entièrement libérées à prendre sur celles qui vont être ci-après créées.

Article 3.

Les apports ci-dessus ne comprennent que les brevets proprement dits. Ils sont faits sans aucune garantie.

M. M. Harjes & Rouveau en nom s'engagent à faire profiter gratuitement la Société de tous certificats d'addition et de perfectionnement que pourraient prendre Ch. M. Edison Bailey & Gray pour des brevets apportés, de même que de tous nouveaux brevets relatifs à la téléphonie à prendre par ces Messieurs dans le délai de cinq ans.

Tout le matériel et toutes les installations déjà faites en vue de l'exploitation des brevets, les cautionnements qui ont pu être fournis, les bancs & localités non plus que les abonnements sont expressément réservés aux personnes ou Sociétés qui en sont propriétaires.

Article 4.

Le Capital de la Compagnie des Téléphones qui est actuellement de cinq millions de francs est augmenté de trois millions six cent cinquante mille francs par l'émission de sept mille trois cent actions nouvelles de cinq cents francs chacune.

Sur ces actions nouvelles trois mille trois cents sont

attribués comme on l'a vu ci-dessus entièrement libérés ;
en représentation des apports de M^r Edison Bailey & Gray.

À l'égard des quatre mille de surplus, elles sont
à souscrire et sont payables en numéraire, moitié en souci-
rant et l'autre moitié au fur et à mesure des appels de
fonds qui seront faits par le Conseil d'Administration confor-
mément aux Statuts.

Article 5.

Ces présentes est intervenu :

M^r Frédéric Fleischer Directeur de la Banque
Franco-Glyphique ayant son siège à Paris Boulevard
Kaisersmann N^o 32 ici présent, agissant en la dite qualité.

Lequel, connaissant pûre de tout ce qui précède,
s'engage en qualité de souscripteur ou faire souscrire, son quin-
zaine de ce jour les quatre mille actions payables en
numéraire.

La Déclaration notariée de souscription et de
versement de ces quatre mille actions exigées par la Loi
avec annexes de la Liste des souscripteurs et de l'état des
versements sera faite par acte à la suite des présentes
par M^r M. Lévy & Lait auxquels tous pouvoirs sont
donnés à cet effet.

Article 6.

Ces présentes ne deviendront définitives qu'après
que les apports de M^r M. Edison Bailey & Gray auront
été examinés et approuvés et que la Déclaration de
souscription et de versement des actions payables en
numéraire aura été reconnue sincère et véritable par
la Commission Générale des Actionnaires, le tout conforme-
ment à la Loi.

Article 7.

Par le fait de cette approbation, les Statuts de la
Compagnie des Téléphones seront modifiés comme suits :

1^{er} L'Article 1^{er} des Statuts du 2 Février 1880
est supprimé & remplacé par le suivant :

Article 1^{er} Il est formé entre les propriétaires
des actions ci-après créées une Société Anonyme sous la
dénomination de Société Générale des Téléphones (Système
Edison, Gower & autres)

Le premier alinéa de l'Article 6 est supprimé
et remplacé par le suivant :

Le fonds social est fixé à huit millions six cents

cinquante mille francs et divisé en dix sept mille trois cent
actions de cinq cents francs chacune.

Sont L'Article 7 est supprimé et remplacé par le suivant.

Article 7. Sur les dix sept mille trois cent actions représentant
tout le fonds social il en a été attribué en représentation des apports six
mille cents entièrement libérées deux mille deux cents libérées de deux
cents cinquante francs seulement les neuf mille de surplus ont été stipulés
payables en numéraire, toutes ces actions seront au porteur.

Sont La deuxième phrase de l'article 15 est remplacé par la suivante.

Le nombre des membres du Conseil ne pourra être supérieur
à vingt ni inférieur à sept. Ce Conseil sera renouvelable à raison de
deux membres par année.

Article 8.

Pour faire publier et présenter à la Assemblée Générale
à l'approbation laquelle elles sont soumises, lorsqu'elles auront eu
lieu, tous pouvoirs sont donnés au porteur d'une expédition ou d'un
extrait.

Dont Acte.

Fait & passé à Paris, Boulevard Haussmann n° 32 au
siège de la Banque Paro. Lyonnaise pour toutes les parties, sauf
M. Haxer et pour celui-ci en sa qualité de jeune marié & en son nom.

Et après lecture faite, les parties ont signé avec les
Notaires.

Form 2.

CABLE MESSAGE.

THE WESTERN UNION TELEGRAPH COMPANY.

ALL CABLE MESSAGES received for transmission must be written on the Message Blank provided by this Company for that purpose, under and subject to the conditions printed thereon, and on the back hereof, which conditions have been agreed to by the sender of the following Message.

A. R. BREWER, Secretary.

W. H. GREEN, President.

To Edison

Received at

St. Louis Mo. Aug 17 1882

Has about have extended
maturity one month

11 Paris

Harpis

Telegraph the to Paris

(See other side.)

THE WESTERN UNION TELEGRAPH CO. N.Y. & A.

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A. H. BREWER, Sec'y.

(4)

NORVIN GREEN, President.

Dated Cable Aug 18 1880

Received at 7:45 PM

To Edison

Philopark.

New Jersey

READ THE NOTICE AT THE TOP.

After endless vexations and
 legal difficulties have just
 signed papers amalgamating
 Edison and Gower under
 title Societe general de
 telephones Edison Gower

Harjes

Edison Gower
x Prop

Memorandum.

From Drexel, Morgan & Co.
Walt Whitcomb Broadway,
New York, Aug. 20 1880

To S. L. Griffin, Esq.,
Secy E. I. Co., Europe (Ld.).
Menlo Park
N. J.

I have your memo of this date, addressed to me, asking that all moneys held by Drexel, Han-
jes & Co., Paris, be transferred to D. M. & Co., N. Y., and
would state that I have spoken to Mr. Fabri-
on the subject, who says that we can only
transfer to the account here on a proper
notice being received by D. M. & Co. from their
Paris House.

Yours very truly
Chas. W. King

Subject:

In reply to yours of

WESTERN ELECTRIC MANUFACTURING CO.,
62-66 NEW CHURCH STREET,
NEW YORK.
CHICAGO,
939-100 River Street.

August 20/88

T. A. Edison Esq
Pres. Edison Telephone Co.
of Europe -

Dear Sir: Menlo Park N.J.

Can you oblige us
by getting our account
with your Company in the
way of an early settlement?

Yours truly
G. M. Phelps
G. M. Phelps

Aug 23 1888

Griffin
Secretary Edison Co
Menlo Park N.J.

Where instruments
urgency cable answer
Bouguie

12 Bruxelles

Aug 23, 80

Henry S Russell
95-milk St
Boston

Mepno Bailey & Piskar
will not be there
until tomorrow
S. L. Griffin

140 paid 50¢

Aug 23rd 80

J. F. Bailey
Parker House
Boston

Henry S Russell
Ninety five milk St

S. L. Griffin

1 Paid 50¢

No 1

Aug 24 80

Bouguie
Bruxelles

Crowns went fourteenth
others go next Steamer

Griffin

10 260 paid
memo taking
Aug 24 80

1 Pm
8 M.

NY 24

Aug 24 80
12 30

A. A. Larson

Telephone Directors meet
Tomorrow at Cuttings one
o'clock

J. H. Banker

8024

H. S. RUSSELL, President.

W. H. FORBES, Vice-President.

C. EMERSON, Treasurer.

THE CONTINENTAL TELEPHONE COMPANY.

No 95 Milk Street.

P. O. BOX 138.

Boston, Mass., August 31st 1880.

J. L. Griffin, Esq. Secy

Edison Telephone Company of Europe (Limited),

Dear Sir.

After consultation with my Directors I am forced to say that although I should ~~be~~ be glad to co-operate in the effort to harmonize our interests in those countries where we are interested, the terms proposed by Mess Bailey and Puckard, whom I had the pleasure of meeting here on the 24th inst. are such that I cannot accept them.

Very respectfully,

A. H. Russell
President

DREXEL, HARJES & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

31, Boulevard Haussmann.

Paris, 2^d Sept. 1880.
7^h

M^r. A. Edison Esq

Montparnasse, New-Jersey.

Dear Sir

I have just now received copy of the
amalgamation act in reference to which I cabled
you Aug. 21st 7^h and which I signed on that day
as cabled to you same evening :

“After endless negotiations and legal difficulties
have just signed papers amalgamating Edison
and Gower under title Société Générale des
“Téléphones Edison Gower” x

It is needless here to refer to the almost
endless difficulties and troublesome meetings
that have taken place since Mr Bailey left Paris
in order to bring about this arrangement.

Numerous appointments had been taken by the
Notaries representing the sundry interests, having
at times even the papers ready for signature,
all to end in nothing but disappointment owing

x I had insisted on the mentioning of your name after Paris

to legal difficulties by reason of the French law
of 1867. in reference to the formation of Societies.
Enclosed copy of Mr Harris's letter of Aug.
9th on the subject which will assist in partly
explaining matters.

I can but congratulate you that this amal-
amation plan was finally adopted especially
on a basis which will ensure to you a greater
advantage, the capital as well as the apport,
(of both companies) as you will retire have
been largely reduced yet your portion always
remaining of. 900,000. (in shares.)

The sundry parties interested have endeavored
to obtain a reduction of your said 900,000.
in shares to which of course I have not listened.

This amount I shall receive later i.e. in
shares fully paid up. I have decided that
all the shares for the apport and of course
your 900,000. included, should be issued
in fully paid up shares, the French law on
partly paid up shares holds the first owner
liable for all additional calls during a
period of 2 years which in your case

Ref 84

32 sheet.

is the more desirable sum you have at once
to hand over to others a portion of your
\$900,000.

Remain, Dear Sir,

Yours very truly

John A. Warner

Thomas A. Edison Esq
Menlo Park, - New Jersey.

Cairo

Paris August 9th 1880.

John H. Garjes, Esq.

Edison Telephone

My dear Sir,

It was found almost impracticable to carry the wires in the streets and over the house tops, not so much on account of the heavy expenses involved, but because a great number of proprietors refused to have the wires fixed in any part of the roof, fearing that it would attract electricity, and have all the disadvantages of lightning rods, without any of their benefits.

But, as luck will have it, the city is endowed with a system of sewers which extends under every street, making a subterraneous net of ways and channels, admirably appropriated for telephonic communications.

The right to use those sewers for the purpose, had been granted to the "Edison", under certain conditions, one of which was the revocable character of the concession or privilege at any time. This right had also been granted to the "Gower" in like manner.

Whilst we were trying to form the Company to work the "Edison" under the auspices of the Banque Franco-Egyptienne which by contract with us was bound (and acknowledged to be bound) to form a company to that effect; the city gave both the "Edison" and "Gower" to understand that as so many wires clogged the sewers, the privilege to use the latter would be hereafter conceded to one company only. This was tantamount to an injunction to amalgamate. But the question was, which should amalgamate with or absorb the other?

Unfortunately

Unfortunately for us, we did not yet exist as a regular society, nor was it possible for the present to form the society, - for this reason, viz.:

The French law requires that all the contributions, patents, privileges, and devices, called in French "apports", which form the basis of a society and that ~~are~~ brought into the same for a certain price, shall be approved, by a vote of stockholders not interested in the said "apports" either directly or indirectly.

Now, the stockholders of the "Edison" were all apparently actual owners of the patents; and, as such precluded from voting.

The Banque Franco Egyptienne said that they could not raise a subscription for new stock, out of the general public and thus obtain the required number of disinterested stockholders to vote on the "apports". I am unable to say whether this assertion is exact.

The "Banque" might have formed a "commandite" - that is a company composed of sleeping or special partners, furnishing the said "apports", - which kind of company may be temporarily formed without requiring a vote on the "apports" as aforesaid. The "Banque F. C." replied that such a company could not be formed before four months, and the City was not willing to grant the required delay, how far that is exact, I am also unable to say.

The "Gowar" on the other hand, was always constituted as a company under the French law, and as such could immediately absorb the "Edison". At all events, it mattered but little whether ~~whether~~ we were absorbed before or after we had formed a company ourselves, or amalgamated with another company, provided the share allotted to the Edison remained the same?

Another question was whether we could thus amalgamate, and yet remain within the terms of the contract in which, both

Barley

Bailey & Puchas were parties, without fear of revindications on the part of the two gentlemen.

As this was a matter of technical interpretations and appliances, it was submitted to Mr Robin our notary, who was more competent than any one else to decide the question, which was chiefly Notarial.

His opinion was that Rousseau's power of attorney from B & P was ample enough for the modifications proposed, and besides that such an amalgamation was within the wording of the contract as it was tantamount to the formation of a company.

As to the value of the share allotted to Mr Edison, as set forth in the Banque's letter of the 29th of July, it was also decided that it would not be lessened thereby, either in quantity or quality. There remains the question whether the stockholders of the "Gower" Company, must not vote on these new "apports," to make the new contract valid?

Yours very truly

(Signed) Henry Harrison
of Counsel

Grief Read these over & see
 if I have to do anything
there & etc

Pania Aug 9-1881
 Humphreys

THE WESTERN UNION TELEGRAPH & CABLE COMPANY

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A. R. BREWER, Secy.

NORVIN GREEN, President.

Dated New York 7 16 188

Received at _____

To Edison

READ THE NOTICE AT THE TOP.

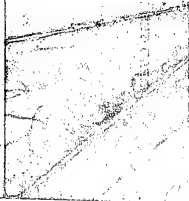
Uleno Park
Near Bunker is sick
Will there be a meeting
If so will go Sat
at two pm

Dusnas
38 Pm

20 Paid No K 1135 am

Ruskat

Sept-16



4. Commencement of 30th
Garrison

advise to say Heath
Hamer Schaefer's int
in New York tomorrow

Barely

8 PM ^{No} to PM

5 P. Oct 1, 80
Paris
via NY 1st

Edison
Menlo Park

Immediate payment hundred thousand
francs erected have Drexel cable
at latest tomorrow your third
answer Herodote Paris

Bailey

20 paid
100 g

T. A. EDISON,

Menlo Park, N. J., Oct 1st 1880.

Cable

Edison Menlo Park

What about Edison European
They make a great mistake in
this delay large and powerful
Anglo American syndicate forming
here to work. Tell everywhere. Can
settle with them if I have power

If my offer is not acceptable
Cable counter offer. I will give
prompt reply

Gouard

T. A. EDISON,

3

Menlo Park, N. J., *Oct 1st* 1880.

Gouraud London

Bailey and Puskas have
left with powers to
negotiate with you

Edison

14 Menlo Park
Oct 1
E. S.
Graham

Paris 1 Oct, 1880.

My dear Sir:

I arrived this morning from London. From well informed persons I learn that the Pro Egyptian Commandite are of opinion that the owners of the patents ought to accept some reduction in the amounts provided by the contract of Mar. 27, '80 to be paid to them.

In an interview with Mr. May he alluded to the fact that no adequate security had come to the Bank for their time and trouble in the business, but made no allusion to anything like the above. Some talk has taken place before my arrival

in regard to the ²repayment of the 1,600,000 fr. In regard to this the French law allows a person holding such security as in this case to sell it at 8 day notice. I am advised that a delay of four to five weeks could probably be gained. But no formal judgment of a Court is requisite, in favor of the creditor. — Of course I have and shall make no allowance to any of the above parties in advance of their being presented by the Bank.

Mr. May in the conversation to day in reply to an

3

observation of mine as to a
speedy emission of shares.
said "no, it would not be
made at once, as they
wanted to have at least
1000 lives working before
putting any shares out."
This, ^{the figures are printed in large} as you will no doubt
have seen would constitute
another danger for us if
there should be any disposition
to press on us.

Mr. Rajes presses for the
immediate payment of the
\$100,000. I have another in-

^H
-terview with him at 11
tomorrow. After seeing him
I telegraphed you asking
you to cable payment of
your third month Drexel
not later than tomorrow.
Mr. Rajes found fault that
Shad had brought in "black
and white" from you that you
would pay your part, &
said that "no, not business".
Later I sent a long telegram
to Mr. Puckas asking him
to see you and ask you to
telegraph Rajes asking
him to give me moderate

time to turn around. I hope
you will do this even in case
you remit your part, & that
it will not seem too much
to ask of you, in considering
the object for which it was
incurred. This, in thanking
you at same time for the
heartiness with which you
agreed to assume your part.

For comfort on our side
we have, that all difficulties
have been arranged with the
government of the city &
the Tel. administration, so
that lines are now being
put down with great rapidity.

And with ⁶thorough accord
of all administrations, \$50,000 is
paid per annum to the city & \$50
to the Tel. ad. The price of
subscription is made uniform
\$500 for leaving a net \$500
to the company. 4,000 lines
are in good working order,
200 in each company, and
have verified. A thousand
subscriptions are on the
lists, and can be made as
much larger as desired
fast as the lines can be
put up. I am assured
that our all work will

and the subscribers are
content, I should think
from what I have seen ^{that}
that the service is much
more prompt than in New
York. Every one is singing
and pleased, and there is no
reason why the French
shares should not in a couple
of years be worth as much
Rue de la Paix, more than the Am.
No other concession can
be obtained, in the Swiss
wires can be laid cheaper
& worked better than in any
city in the States, what

We have here is worth
holding onto.

Thomas Edison Esq

Yours very truly
J. P. Bailey

Note, I shall probably
return to London on
Sunday or Monday, (3 or 4)
No patents can be sold
here, for other countries.

No 1 New York 2 Oct 80

PA Edison

Wm. L. Garrison

Railway cables run that it
is vital to all interests I should
see you immediately and give
you the cable time to ask for a special
delay - I think if Railway refuses by this
to charges matters you might as well
Cable Hargis direct please H. G. Ed. m.

About it to forty west twenty eighth
street

Chas. Packas

5-5 paid St

455 ^{pm}
mm

London 9 Oct 1876.
Thomas A. Edison Esq,
Park St, Marlboro Park.

Syrain:

I remained here a couple
of days and took the bearings, and found
my advice some people were that I
knew. Yesterday and today have been
looking about and Monday shall begin
to bring things together. There is no
question we can make a good
business, with paper guarantees
to amount to be expended, and
to our own interest. In the course of
next week I trust to be able to
write you something quite definite.
Should you get cables from Paris
from me they will have been sent
by mail to Paris, & sent by Railway
here to Paris from the Chesapeake
rater. Here can't read the steam
society word. Kindly, N. D. Barry

DREXEL, HARRIS & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL MORGAN & CO.
New-York.

File 31 Boulevard Haussmann

Paris, 27 Oct 1880

*Thos. A. Edison Esq.,
Marlopart,*

Gen. Jersey

Dear Sir,

Referring to my letter of the 2^d Sept. I have nothing to add about the Amalgamation except that everything is progressing favorably.

Our Shareholders meeting has already taken place on the 7th inst whilst a second meeting which is to finally approve the Amalgamation will take place on the 30th inst; I shall attend the same in your interest.

The present board of Directors is of opinion that it will be for the interest of the undertaking to defer the issue of the Shares to the public until a larger number of subscribers have been secured for the use of the Telephone.

*I remain, Dear Sir,
Yours very truly,
J. W. Morgan*

DREXEL, HARJES & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

31, Boulevard Haussmann,

Paris. 27th Oct. 1880.

Mrs. A. Edison Esq^r,

Manhattan, New-Jersey.

Dear Sir,

As your attorney in fact, I beg to bring to your notice an attachment issued by the Civil Tribunal of the Seine, on the 16th of October 1880, attaching in my hands all shares of the French Telephonic companies and other companies or inventions that you may have ceded, transferred, or may have or have promised to cede and transfer to Mr Joshua F. Bailey, who stands in debt to me, personally, by virtue of a certain contract of February 20th 1880, which, I think, has been disclosed to you by Mr Bailey while he was in New-York this summer. For future reference, I take the liberty of enclosing herewith the letter of my attorney Mr Henry Harisse.

Please acknowledge the receipt of this letter and believe me, Dear Sir,

Yours very truly,
D. H. Harjes

NEW YORK - BOSTON -
PHILADELPHIA - CHICAGO
NEW ORLEANS - SAN FRANCISCO
WASHINGTON - CITY.

Office hours,
from 10 a.m. to 4 p.m.
(Le matin de 10 heures à 4 heures.)

Henry Harrissel
Attorney and Counsellor at Law.
30, Rue Cambouviere,
Paris. Oct. 27th 1880.

John H. Harpes Esq,
Dear Sir
Claim agst Bailey

I have to inform you that on the 16th inst. the President of the Civil Tribunal of the Seine has issued an order of attachment, garnescheeing in your hands, as attorney in fact of Mr. Thos. A. Edison, all the monies, scrip and particularly all shares of the French Telephone Companies which by private contracts, letters or otherwise, Mr. Edison may have declared himself indebted to Joshua Franklin Bailey or promised to remit to the latter at any time. This attachment comprises the 300,000 frs in shares which out of the 900,000 frs coming to Mr. Edison, Mr. Edison agreed to hand over through you, as his attorney in fact, to the said Bailey. The attachment is based upon your personal contract with the said Bailey of February 20th 1880, whereby he sold to you certain interests in various inventions of Mr. Edison, with privilege to render into possession of the same on ^{his} paying ^{to you} 100,000 frs before August 15th 1880. Please notify Mr. Thos. A. Edison, as your principal. Yours very truly,
Henry Harrissel

Grand Hotel,
Paris Nov, 8, 1880

Mr H. Hayes Esq.

Dear Sir:

We have the honor to advise you that, in conformity with the terms of the act made with the Banque Franco-Egyptienne the 27th Mch. 1880, we are prepared to reimburse to the Bank the two thirds of the sum of one hundred and sixty thousand francs (fr. 160,000), corresponding to our collective interest in the said contract. Will you kindly advise us if it will be agreeable to you, on behalf of Mr. Edison to make payment of the remaining one third tomorrow or next day.

We remain, Dear Sir,

Very respectfully,
Yours,

Th. de B.

J. H. Bailey

DREXEL, HARRIS & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

St. Paulinische Hausmanns

Paris 11. Oct. 1880.

Dear Sir,

Enclosed I beg to hand you
press copy of account which I intend
to send to Mr Edison to learn whether
the same is made out in accordance
with his views.

In the meantime and before I
write to Mr Edison you will please
examine the *Q.C.* and report if found
correct sending me a line to that
effect adding any objections that
you wish me to submit to Mr Edison.

I remain, Dear Sir,

Yours very truly,

J. H. M. Harris

J. F. Bailey Esq
St. Pauls Place Esq

DREXEL, HARRIS & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

31, Boulevard Haussmann,

Paris 12. Nov. 1880.

Dear Sir,

I am still without any reply
to my letter of yesterday and to avoid
any misunderstanding I desire to say
that I cannot act in the matter of
settlement till I receive your letter in
reply to mine, not mentioned enabling
me to communicate with Mr Edison &
to solicit his instructions.

What I desire to know is as
already mentioned to you verbally and
repeated in my yesterday's letter,
whether the division as indicated in
my yesterday's statement is acceptable
to you.
or to which part of it you object,
in this latter case you will please
send a statement to be submitted

by me to Mr Edison as your representative. Dear Sir,

Yours very truly,

John R. Morgan

J. F. Bailey Esq,
H. Parkes Esq,

J. R.

Paris, 13 nov, 1880.
 Wm H. Hayes Esq.
 Dear Sir:

The acknowledged receipt
of yours of 11th instant enclosing an
account in relation of Delphines, Recalling
to you that 4 1/4 full paid shares,
have been already conveyed to you for your
services and trouble, we are obliged
to refer to you ^{the account} in regard to the change
of 5 2/2 shares as compensation. That
we are unable to admit it.

The charges for services of Mr. Harriox and for cable, we accept, Mr. Parker acknowledges the balance of a/c shown due to Mr. Edison from him.

We remain
very res. stufr
Yrs. sincere
G. H. Bailey

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company transmits and receives messages only on conditions, limited by the regulations which have been accepted by the member of the following message.

When sent and transmitted only by repeating a message, it is the duty of the station for transmission, and the Company will not hold itself liable for errors or delays in the transmission of messages.

This message is an international communication and is subject to the laws of the country, under the conditions stated above.

A. R. BILSWICK, Secy.

HERVIN GREEN, President.

Dated

Received at

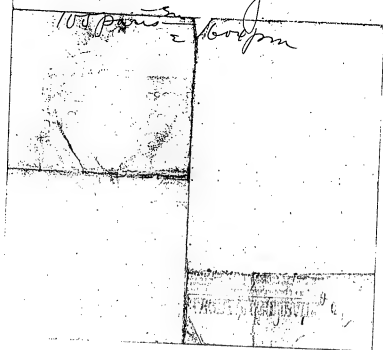
To

READ THE NOTICE AT THE TOP.

Shares likely ready tomorrow
petents receive 1800 shares less
allowance 81 1/2 shares to
group tentes leaving 1717 1/2 shares
for division my total cash
expenses including loan 160 000
are 164.172 francs my commission
4000 dollars or if you prefer
52 1/2 shares Bailey & Puchas
Each claim 572 1/2 shares and
willing to bear one third cash
expenses but decline bearing any
portion my commission 212 1/2 shares
besides willing to pay 1376 dollars
and you shall deliver them

shares as claimed receiving
my commission from you
above telegraph also
instructions disposal
your shares

Hayes



Manufacturers, Importers and Dealers in
 Telegraph Machinery and Supplies,
 Telephone Goods,
 Medical Apparatus,
 Burglar Alarms,
 Automatic Fire Alarms,
 House and Hotel Amusements
 Electric Light, Electric Gas Lighting,
 Electric Railway Signals,
 Edison's Phonograph, and Supplies,
 Magneto and Electric Bells.

Full Telephone and Supplies
 furnished.

ELECTRIC MERCHANDISING CO.,

76 MARKET STREET.

L. G. TILLOTSON, President.
 GEO. B. JAMES, Vice Pres't and Treasurer.
 W. B. GARDINER, Secretary.

Chicago, Mar. 18 1880



Wm. A. Edison Esq.,
 Menlo Park, N. J.
 Dear Sir:

Please write me what the present status is in regard to my interest in the foreign telephone matter. If there any money available for me in it I should be glad to receive it or if there is any stock which falls to my share I shall be glad to get that.

Respectfully
 Geo. W. Blum

There is a
 little stock

T. A. EDISON,

Menlo Park, N. J.,

Nov 16th 1880.

Hargis Paris

Bailey Puskas and myself
share equally all expenses
and what is left divided
equally. You may hold my
portion of shares further orders.

Edison

25 Menlo Park

Sent to Henry
Hargis

Copy

Paris, 17 Novr 1880. 7

To Messrs.

Thos. Tuckas, of J. T. Bailey
Grand Hotel, London.

Gentlemen,

On last Saturday evening, on receipt of your letter of the 13th Inst, I have cabled to Mr Edison my account, of which I sent you a copy on the 11th Inst, and added that both of you accepted the terms, except my commission, of which you declined to bear any share.

I have this morning received from him the following message:-

"Bailey, Tuckas & myself share equally all expenses and what is left divided equally."

I am therefore prepared to make the settlement on the basis indicated by Mr Edison, which is the one of which I sent you a copy on the 11th Inst (plus some expenses for calling since incurred), and in view of the desire repeatedly expressed by the *Revue Franco-Egyptienne* for a regulation of the delivery of all the shares by the *Inter Co.* I must leave to you any responsibility caused by the delay, if any.

Yours very respectfully,
(Signed) Joh. H. Harjes.

Paris, 19th Nov. 1880.

Mr. John H. Harjes,

31 Boulevard Haussmann.

We acknowledge the receipt of your letter of the 17th., inst., and we perfectly accept the principle announced in the telegram of Mr. Edison, of which you have advised us in this letter, that all the expenses relating to the affair of the telephone for France, are equally borne by Mr. Edison and by each of us two: since that has always been our understanding with Mr. Edison.

You add, "I am ready to settle accounts on the bases indicated by Mr. Edison, which are that of the account which I rendered on the 11th inst."

Permit us to ask of you if the cable which you sent to Mr. Edison in order to receive his, advised him that by reason of his Power of Attorney being put in your name, you had already received a remuneration borne by him and by us two of forty-one (41) shares, one-fourth entirely paid up, that is to say, 20,625 francs.

Permit us also to remark that in our letter of the 13th inst we declared ourselves ready to bear our part in this 20,625 francs, and that if your telegram to Mr. Edison has omitted to mention ~~this~~,

this, Mr. Edison has not been able to reply with a full understanding of the facts.

We regret sir that we are obliged to recall to you that your account does not present all sums which are to be paid by us and Mr. Edison, notably, the loan of 50,000 francs that you made, and which is to be reimbursed to you by a sum of 100,000 francs.

Further, we have to pay, as you know, fees and commissions to several persons, whom by their counsels and assistance, have aided us in saving this matter, contemporaneous with the loan of 50,000 francs, which was destined and has served to attain this end.

Specially we have to pay outside of this, 20,625 francs and the reimbursement of your loan, and we will not oppose the fees for your counsel ~~and~~ and the expense of the telegrams you have sent.

You know, better than anyone, what sacrifices we have been compelled to make, both of time and money, to preserve the common interests of Messrs. Edison, Puskas and myself, in not allowing the total loss of this affair of the "French Telephone"; what we get out of this will only be the remains from the expenses we could not avoid; and thus it is, ~~that~~ after having overcome all obstacles with great difficulty, and being reduced to this congruous portion, ~~that~~ at the moment of closing everything, we meet on your part a difficulty of this nature, inadmissible

3.

when it is considered that on account of your holding a power of atty from Mr Edison you have thereby considerably advantaged
~~be regards the very honorable advantage which your order as~~

~~Mr. Edison would otherwise have given.~~

We wish to believe, sir, that you will renounce ^{on the amount coming to the holders.} at this assumption of commissions of 26,250 francs ~~in the Department of Patents.~~

Since the 8th of November, when we had advised you that we were ready to settle, we have agreed with the Franco-Egyptian Bank about reimbursing the 100,000 francs advanced by them.

The Franco-Egyptian Bank can ^{sacrifice} ~~empt~~ us ~~to comply with our engagement,~~ paralyzed as we are by you, *and unable to fulfill our engagements*

It would be painful for us to see you unable to view our claim with justice, and to compel us to seek protection in the Courts.

We therefore, beg of you, Mr. Harjes, to let us know your definite resolution by to-morrow, (Saturday) evening by a letter addressed to us both, at No. 45 l'Avenue de l'opera.

Accept etc.

Theo. Puskas.

J. P. Bailey.

Harjes holding my power attorney made it a condition ~~before~~ ^{before} he would sign the contract that he should have 20 pc from genty - and He also got 20 pc of syndicate shares from Banque France Egypte; This he never told Edison,

1

Cable

Nov 19, 80 11 am

Paris via N Y 19

T. A. Edison Menlo Park N J

We accepted giving Hargis twenty
 one thousand francs commission
 He demanded twenty six thousand
 additional hope you resist
 extortion with us fifty thousand
 on loan and twenty one commission
 is enough Puskes

Bailey

S3661X

99

Manufacturers, Importers and Dealers in
 Telegraph Machinery and Supplies,
 Telephone Goods,
 Medical Apparatus,
 Burglar Alarms,
 Automatic Fire Alarms,
 House and Hotel Annunciators,
 Electric Light, Electric Gas Lighting,
 Electric Railway Signals,
 Edison's Phonograph, and Supplies,
 Magneto and Electric Bells.
 Bell Telephones rented and Supplies
 furnished.

L. O. WILLIAMS, President.
 CHAS. E. BLISS, Vice Pres. and Treasurer.
 W. E. HARRINGTON, Secretary.

ELECTRIC MERCHANDISING CO.,

76 MARKET STREET.

Chicago, Nov. 17, 1880



Mr. A. Edison Esq
 Menlo Park N.J.
 Dear Sir:

Please send me a statement
 of the foreign telephone matter and the
 result coming to me. I hope you will be
 liberal on the divide.

Rufus
 E. W. Beeser

Havnt time.
 The Div will be
 as per contract

75 ~~012~~ 8277
CPL
21st Dec 1880
ASSIGNMENT.

Thomas Alva Edison

---to---

James H. Banker.

Dated November 29th 1880.

Original delivered to J. H. Banker
Dec 7th - see receipt book p. 26.
Duplicate of same delivered
to L. L. Griffin - Dec 7th

SLG

WHEREAS, I, Thomas Alva Edison of Menlo Park, in the State of New Jersey, United States of America, have made application for Letters Patent in the Empire of Russia, for the invention of "Improvements in Instruments for controlling by sound the transmission of electric current, and the reproduction of corresponding sounds at a distance" pursuant to documents dated October 10th 1877:

AND WHEREAS, James M. Banker of Irvington in the State of New York, United States of America has purchased of me the said Thomas Alva Edison the entire right, title, and interest of every character in and to the above recited invention, and in and to the Letters Patent which are or may hereafter be granted pursuant to the application aforesaid,

NOW THIS INDENTURE WITNESSETH that for and in consideration of the sum of to me the said Thomas Alva Edison in hand paid by the said James M. Banker the receipt of which is hereby acknowledged I the said Thomas Alva Edison have assigned, and sold, and by these presents do assign, sell, transfer, and set over unto the said James M. Banker his successors, and assigns, the entire right, title, and interest, of every character in and to the invention above recited, and in and to the Letters Patent that are, or may hereafter be granted pursuant to the application aforesaid.

And I, the said Thomas Alva Edison for myself and my legal representatives do hereby covenant and agree to make and execute all proper deeds and documents for more fully transferring to the said James M. Banker or his legal representatives the rights hereby conveyed or intended so to be if requested so to do by said James M. Banker, his successors and assigns.

The said rights are to be held and enjoyed by the said James M. Banker for his use and behoof and for the use and behoof of his legal representatives to the full end and term for which said Letters Patent are, or may hereafter be granted as fully and entirely as I, the said Thomas Alva Edison might or could have held, and enjoyed the same if this assignment and sale had not been made.

In Testimony Whereof I, the said Thomas Alva Edison, have hereunto set my hand and affixed my seal this twenty-ninth day of November A.D. 1880.

Signed and Sealed in the

presence of

Thomas Alva Edison (SPAL)

Wm. Gorman.

State of New Jersey,)
County of Middlesex)

ss:--

On this twenty-ninth day of November A.D. 1880, before me personally came Thomas Alva Edison, to me known to be the individual described in and

who executed the within instrument, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein mentioned.

As Witness my signature and notarial seal the day and year last above written.

(SEAL)

S. J. Griffin,

Notary.

STATE OF NEW JERSEY.

SECRETARY OF STATE.

I, Henry C. Folsey, Secretary of State of the State of New Jersey, do hereby Certify, that Stockton J. Griffin, Esquire, who hath signed the foregoing Certificate, and whose Official Seal is thereto annexed, was, at the doing thereof, and now is, a Notary Public in and for the State of New Jersey, duly appointed, commissioned and sworn according to law, and that full faith and credence are to be given to his official attestations; and I further certify, that the Seal thereto annexed is his Official Seal, and that the said signature is in the proper handwriting of the said Stockton J. Griffin.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at Trenton,

this First day of December A. D. 1880.

Henry C. Kelsey,
Secretary of State.

(SEAL)

STATE OF NEW JERSEY.

I, George D. McClellan, Governor of the State of New Jersey, do hereby certify, that Henry C. Kelsey Esquire, who hath signed the annexed certificate, and whose official seal is thereto annexed, was, at the doing thereof, and now is, Secretary of State of the State of New Jersey, and now is, commissioned and sworn, and that full faith and credit are to be given to his official attestations; that the said signature is in the proper handwriting of the said Henry C. Kelsey, and the seal his seal of office, and that the said certificate is in due form of law, and by the proper officer.

In Testimony Whereof, I have hereunto set my hand, and caused the Great Seal of the State of New Jersey to be hereunto affixed, at the City of Trenton, in said State this First day of December in the year of our Lord one thousand eight hundred and eighty and of the Independence of the

(SEAL)

United States the one hundred and Fifth.

Geo. B. McClellan.

By the Governor,

Henry C. Kelsey,
Secretary of State.

No. 1113. Vu au Consulat Général de Russie
pour la légalisation de sa Signature de George B. McClellan
Gouverneur de l'Etat de New Jersey. New York le 30

Novembre 1860

2 Decembre

(SEAL)

Le Consul Général W. Witelsky.

Cable
Edison

Dec 20 80
3457P

Paid Bank yesterday and
Kings twenty thousand commission
dont agree any accounts or commission
before receiving letter with accounts
and details mailed tomorrow

Joshua
Bailey

27

See A, 80

NY 6

TX Edison

Can I see you this
Evening Important
Cable Puskas requests
me to see you at once

EW Saportas

T. A. EDISON,

Menlo Park, N. J., _____ 1880.

19 Wm St. Dec 7-80

Telephone meeting
Presents: ~~Benjamin~~ ~~Griffith~~ ~~Griffith~~

Mr. Parker's letter from to his agent Mr. Edw.
Sophtas having been lost before the
Meeting by Mr. Parker was read him and is
as follows -

Brook Park Dec 6th 80

Edw Sophtas NY. Go immediately to Edison
get his consent to my taking Telephone for my
following conditions 20000 francs against transfer
of patents & 5 francs royalty per subscriber and 25%
of amount I get for patents whenever govt consents to
my forming stock company. Edison consenting shall
immediately put up exchange and order hundred instruments
Government impatient have at once. - Paris 1880

It was moved by Mr. Parker that the proposition be
accepted - the motion being seconded the day and the following
able to Parker - Telephone meeting notice proposition - Griffith being
then being no other business the meeting adjd.

Edw. Griffith

Paris 9 Dec '88.

My Dear Sir;

Early last month Mr. Prusker and I finished an arrangement with the Deo-Egypte Bank for the money needed for our part of the 160,000 f due to the Bank, and for the payment of other debts. The loan is made at the rate of 6% interest per annum & $\frac{1}{2}$ the profit realized on the share, above par. The Bank agreed to advance money for your proportion if you or Mr. Hay's desired it, on the same terms. — When the negotiation was commenced on my return from the States I proposed it to Mr. Hay's who desired it. — The agreement with the Deo-Egypte was closed Saturday ^{Dec 22} in the evening, Monday morning ^{Dec 23} I had occasion to call on Mr. Hay's and mentioned to him that we had found the money were ready to pay.

our part of the libelities, He was
much surprised and very angry,
saying among other things that he had
not treated him like a white man.

Later the same day, Mr. Puckey and
I called on him together, and he spoke
of having claims for commissions, etc.,
to which we agreed for mason, hereinafter
-after stated. In the two days following
we called three or four times for his acc.,
saying we declined to accept or pay
anything in advance of his passing an
acc. The last time we called Mr.
Siegel (the Manager) admitted that he
would not take him more than 10
minutes to make the account, but said
he could not tell whether it would be made
the next day or the next week. He said
5 To Com. on 900,000 fcs had been talked
of. This we refused squarely to accept.
In the meantime Mr. Siegel went to
the Anglo-Egyptian Bank, and wanted
that bank ^{that bank} to pay the whole 1,000,000 fcs in order to
redeem our shares, and force us to
accept his terms. — When he found
that this could not be done, he

Edison

Dec 9, 80
SWS

Menlo Park
New Jersey

Have settled with
Bailey and Puskas full
particulars by tomorrow
mail Harges

16 pairs
muly

NY 10

E. L. Griffin

Dec 10, 80
10 AM

Puskas wires go to Edison order
hundred instruments documents
have today in ^{few} days will probably
be able to make good offer for anetria
answer

E. W. Saporas

26 pairs
muly

DREXEL, HARRIS & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL, MORGAN & CO.
New-York.

(1)

31, Boulevard Haussmann,

Paris, 10th Dec - 1880

Th. A. Edison Esq.,
New-Jersey.

Dear Sir,

I wrote you last on October 27th.

The enclosed copy of my letter to Bailey and
Purkas of Nov^r ber 12th explains my cablegram to you
of November 13th to which I received your reply on the
17th ulto.

I was not quite certain of being able (as I
much desired) legally to maintain the position that
my sole existence in this matter was created by
you, namely by your power of attorney and that
therefore I had to look for and follow instructions
of no one but you; the fact that Bailey and Purkas
had been parties to the contract of March 27th last of which
I sent you a copy in my letter of April 1st and holding
from you documents declaring them interested to the
extent of one third each left it an open question in
how far a French court would allow them equal
rights

in shipping the amount of settlement.

They threatened with a law suit, had, as I learned indirectly mortgaged or sold a portion of the shares coming to them to the Banque Fran. Egyptienne at the price, it is said, of 250 F. a share and had of course the, at least, moral support of that company and with all desire to guard your interest I am confident that you will appreciate my feelings when I say that I could not but deeply regret the prospect of possibly several years troublesome dealings with 2 such parties as B & R

It therefore did not require a second reflection for me to waive my commission altogether provided all their other objections, for me to include in my account claims they had against you for their expenses &c, as well as private agreement of Mr. Bailey personally - were withdrawn.

This was done, of which I advised you by cable yesterday, and I now hand you enclosed account accepted by Bailey & Ruskas and according to which the total expenses were . . . f. 164.272.50.

Thos. A. Edison Esq.

DREXEL, HARRIS & CO.
PARIS.

DREXEL & CO.
Philadelphia.

DREXEL MORGAN & CO.
New-York.

(2)

31, Boulevard Haussmann,

Paris, 10th Dec^r 1880.

f. 164.272.50.

1/3 of which is due by you, namely f. 54.757.50

less amount paid by Banks

as per your letter of Nov^r 21st/79

say f. 1376.09. 5.25.

7.224.45.

having a cash advance for your ac

per Dec^r 1st f. 47.533.05.

for which in reimbursement, please settle with Legatⁿ
Drexel Morgan & Co - against this amount I hold for
your account temporary certificate for 5 1/2% paid
up shares of nominally 500 F each.

Thos reason mentioned in my letter of Oct.
27th the Company has so far not considered the
issue of the shares to the public and it seems likely
that the same will be delayed for some time longer
so that at present the shares have no market value.

I felt somewhat inclined to make you

an offer for amount of ~~half~~ Drexel Hargis also for
your 572 1/2 shares, but not knowing what
disposition you might prefer I abstain from doing
so.

If however you desire to sell them please indicate
your views to ~~help~~ Drexel Hargis.

I remain, Dear Sir,

Yours very truly.

~~For~~ J. H. Hargis

③

Copy.Paris, 12th Novr. 1880.

Dear Sirs,
I am still without any reply to my letter of yesterday & to avoid any misunderstanding I desire to say that I cannot act in the matter of settlement till I receive your letter in reply to mine just mentioned enabling me to communicate with Hedison & to collect his instructions.

What I desire to know is as already mentioned to you verbally and repeated in my yesterday's letter.

Whether the division as indicated in my yesterday's statement is acceptable to you to which part of it you object; in this latter case you will please add a statement to be submitted by me to Hedison as your views.

or

I remain, Dear Sirs,
Yours very truly,
(Signed) John R. Harjo.

J. F. Bailey Esq. &
J. H. Bushnell Esq. & E. V.

* as amended.

Copy

Thos. H. Edison to receive
 has 1/2 of 5% of appraisals
 (due Jan'y) on f. 165,000.

Account

f 900,000. - or 1800 Shares of St. Louis & Pacific
 Telephone & Telegraph Co.
 41,250. -

Commission of J. H. Harjo

82 1/2 "
 17 1/2 Shares
52 1/2 "
 166.5 Shares

Subject to cash expenses of

Loan f 160,000. -
 Mr. Harjo's bill f 3,109. -
 Cables &c . 1,063.60
 f 164,172.60

To be divided:

Mr. T. H. Edison to pay	f 54,724.20	and to receive	555 Shares
J. S. Bailey	f 54,724.20	"	555 "
H. P. Parker	f 54,724.20	"	555 "
	f 164,172.60		1665 Shares

To Mr. Parker's part of expenses has to be added

\$ 1376.09 (@ 525 f 7,224.45)

due to Mr. Edison as per his letter of Nov. 21/79.

E. & O. E. Paris, November 11th 1880.

(Signed) Joh. H. Harjo.

10 DECEMBER 1880

MR. HARRISSE :

30, RUE CAMBACERES ,

MR. PUSKAS HAVING SENT ME ONE TO SHARES IN THE EDISON COMPANY OF EUROPE, I SENT THEM YESTERDAY, -THURSDAY,- TO MR. HARRISSE BY THE HAND OF MR. SIEGEL, AND ADDED THEIR DESCRIPTION TO THE RECEIPT, AS AGREED FOR BETWEEN US AND AS SUBMITTED BY YOU TO MR. HARRISSE ON THE 30 TH. OF NOV., HE HAVING ^{accepted} RECEIVED WHAT WE HAD MUTUALLY AGREED UPON.

YESTERDAY, AFTER HAVING MADE ME CALL SEVERAL TIMES, BECAUSE MR. SIEGEL WANTED TO DRAW THIS RECEIPT AND TO HAVE IT SIGNED BY MR. HARRISSE, MR. SIEGEL PROMISED ME TO SEND THE RECEIPT BACK TO ME, ~~RECEIVED~~, I DID NOT WISH TO WAIT INDEFINITELY, BUT THIS RECEIPT HAS NEVER COME TO HAND. ~~ON~~ THE CONTRARY, ALTHOUGH I ENTRUSTED THE FORTY FIVE PAID UP SHARES IN THE GENERAL SOCIETY OF TELEPHONES, (AND WHICH ARE TO BE RETURNED ON PAYMENT OF FOUR THOUSAND FIVE HUNDRED FRANCS-IF THE ANTICIPATED EVENT SHOULD TAKE PLACE ON THE 14 TH. OF APRIL) AND, AFTER HAVING DEPOSITED THE 18 SHARES OF THE EDISON COMPANY FOR EUROPE, MR. HARRISSE, INVISIBLE TO US-CAUSED MR. SIEGEL TO MAKE NEW USURIOUS DEMANDS WHICH, IN THE FACE OF THE AGREEMENTS ARRIVED AT THROUGH YOU, CANNOT BE ADMITTED.

THESE FACTS, HOWEVER, DO NOT CONCERN MR. BAILEY ALONE; SINCE IT IS I, AS ATTORNEY FOR MESSRS BAILEY & PUSKAS, WHO HAVE ALLOWED THESE CERTIFICATES TO GO OUT OF MY POSSESSION. I WILL CALL AT FIVE O'CLOCK, THIS EVENING, ON MR. HARRISSE. IF I DO NOT GET SATISFACTION, I WILL PROCEED TO TAKE THE NECESSARY STEPS TO MORROW-SATURDAY-MORNING. I HAVE NOT WISHED TO DO THIS WITHOUT ADVISING YOU THROUGH REGARD FOR YOU.

ACCEPT &c.

ROUSSEAU

Paris, Dec. 11th, 1880.

Mr. C. Rousseau,

32 Boulevard Sebastopol, City.

Dear Sir:--

Mr. Harges never saw the receipt in question before Thursday evening, when I submitted it to him for signature.

The only changes that Mr. Harges accepted was the cancelling of his ^{commitment} share, and that only on condition that the settlement of Mr. Baileys' personal contracts were made separately, and conformable to the engagements with the powers granted to Mr. Bailey of redemption after a certain time, by payment of one hundred francs per share, the shares of the general Society of Telephones having relation to the minor contracts

Mr. Harges charges me to add that Mr. Baileys' manner of looking at the contract, which carries $\frac{1}{40}$ of each Company (Telephone Company for Europe limited, and general Society of Telephones for France) gives him new proof of his good faith exhibited from beginning to end; and which is confirmed by the remark you allowed yourself to make yesterday in our office "that if you wished you could break these contracts like glass."

Mr. Harges is disgusted with the whole affair, and has written me that if you return the receipt written by you, he hopes in this manner to satisfy all the desires of Mr. Bailey.

Accept, &c.

C. Siegel.

LE PROPAGATEUR
DES
NOUVELLES INVENTIONS
OFFICE SPECIAL
POUR
LA VENTE & L'ACHAT DES BREVETS

33 - Rue des Ecoles - 33
PARIS

G. ROMBI

INDICHA-DIRECTEUR

ENGLISH AND AMERICAN PATENTS

OBTENTION DES BREVETS & PATENTES

EN FRANCE & A L'ÉTRANGER

Épôt, Dessins & Marques de Fabrique

CÉSSION DE LICENCE
POURSUITES EN CONTREFAÇON

Mémoires Consultatifs

N^o 7336

Année

Paris, le 12 décembre 1886.

Thomas Alva Edison Esq.
Mento-Park.
New Jersey
United States.

Our official english Paper published, the provisional Protection, of 6 months, which has been accorded from You under the N^o 5713, the eight of december under the title Improvements in telephones.

We would like to engage us with Your title definitif also his obtention.

For facilitate and accelerate the Sale, we would satisfy every formality for a demand of this Patent with a sum of 725 francs. If after going of the business we give the advance and we will not be repaid on account of a result, we charge & commission of 5%.

Hoping to get soon an answer, remains

Yours truly,
P. L'INGÉNIEUR-DIRECTEUR

G. Rombi

Vienna Dec 18- 1880

My dear Saportas

Enclosed find the two Hungarian contracts - one is signed by myself and brother and the signatures are legalized by the American Consul. Get now the other one signed by the President of the Company (Edison) with seal of the Co and signature legalized by Austro-Hungarian Consuls. Besides that get all the Hungarian patents which are owned by the Co. The Cession must be put on every patent (original patent) and must be worded in the following way:

"Ich übertrage das ausschliessliche Eigentumsrecht zu diesem Patente und den in demselben erworbenen Begünstigungen, Rechten und Verpflichtungen ohne jeden Vorbehalt an die Herren Theodor und Franz Puskar in Budapest."

These cessions must be signed every one by the respective person to whom the patent was granted. The signatures must be legalized by the Austro-Hungarian Consul. The contract and cessions can be dated from New York. In exchange for the contract and patents you can pay over the 25000 francs. In case you will not have the necessary funds get the Co to send over these documents to any person they choose in Europe (preferably to the American Consul in Budapest) and I will pay over the money here. If this arrangement will not suit the Co cable me and I will send you the money by cable. The most important patent for me is Edison's. If there would be some delay as regards the signing of the cessions on the others by the respective owners it would not matter - you could still pay over the money but I must have Edison's patent.

Yours very truly
(Signed) Theo Puskar

The following Contract is hereby entered into between The Edison Telephone Company of Europe, Limited, incorporated May 14, 1879 in America in the State of New York, and Messrs. Theodor & Franz Puskas at present domiciled in Buda-Pest, under the following conditions:

1st The Edison Telephone Company of Europe, Limited, sells without further reserve to Messrs. Theodor & Franz Puskas in Buda-Pest all the patents which it may now or hereafter possess for speaking telephones, for the territory of all the Kingdom of Hungary.

A., The transfer of ownership in said patents is accomplished when the Edison Telephone Company of Europe, Limited cedes to Messrs. Theodor & Franz Puskas each and every patent already obtained, and when on each and every one of the original patents this cession is inscribed, and the signatures properly attested, in the following words:

"We hereby transfer to Messrs. Theodor Puskas and Franz Puskas, all our interest in these patents, and all rights, titles and privileges in the same without reserve;

B., and further, The Edison Telephone

2.

Company of Europe, Limited binds itself to furnish Messrs. Theodor & Franz Puskas on order and for cash, all necessary telephone apparatus of best construction, and in the shortest possible time.

2. In consideration of the transfer of all properly attested ceded patents, Messrs. Mr. Theodor & Franz Puskas binds himself once for all to pay 25000 francs,

3. In addition to the above consideration Mr. Theodor and Franz Puskas binds himself during the whole term of the patent, after the putting up of each machine or respectively, after each subscription to the privilege of in the territory of the Kingdom of Hungary, of existing telephone systems, a royalty of five (5) francs from the ^{sum} of the annual subscription.

Settlements will take place in the month of January following in each year, on the basis furnished by the account-books of Messrs. Theodor and Franz Puskas.

To facilitate this settlement Messrs. Theodor and Franz Puskas give the right to said contracting Company to investigate said books, but only in so far as concerns the number of the subscribers.

4.th. In case the Hungarian government.

3..

permits the transformation of the undertaking into a stock company, Messrs. Theodor & Franz Puskas bind themselves to pay to 25% the Edison's Telephone Company of Europe, Limited, 25% of the sum which they shall receive from the company for said patents.

A further 25% Messrs. Theodor & Franz Puskas bind themselves to pay, after said sum, for which shall be paid for the transfer of the concession through the stock company.

Shall the value of the patents and concessions transferred be paid in stock, then the said contracting Company shall receive its share in stock.

5.th In case of the transfer of the patents to third parties, Mr. Theodor and Franz Puskas guarantee the yearly five francs from each subscriber, or respectively after the putting in of each instrument, and also of the above mentioned 25% in section 4.

6.th Mr. Theodor and Franz Puskas binds themselves to allow their firm to be bound ^{to what?} to Rep. books.

7.th Should Mr. Theodor and Franz Puskas die, then all the rights and privileges conferred by this contract shall pass to their heirs.

4.

8.th In all controversies the Hungarian Trade and Exchange Court is hereby declared to be the Court to which both contracting parties shall submit.

For these purposes this Contract is hereby executed in duplicate.

(101)

30 Cambaceres St., D⁶⁸ 1880

Mr. Rousseau;

I beg to call your attention to the draft of the act *dated* of the 16th of March, 1880, which says that on that date sale was made to Mr. John H. Hargès of ~~the~~ $\frac{1}{40}$ part in the Edison Telephone Company in France, and $\frac{1}{40}$ part in the Edison Telephone for the rest of Europe.

$\frac{1}{40}$ of the ^{Company} Telephone for France is $82\frac{1}{2}$ shares, the number of which represents $\frac{1}{40}$ of 1,600,000 francs or 3300 shares; ~~and $\frac{43}{100}$ shares:~~ and $\frac{1}{40}$ of the Company for Europe is 25 shares a number which represents $\frac{1}{40}$ of \$1,000,000 or 100 shares. A simple error in numbers, in the rough draft of the contract you sent Mr. Hargès only mentions 18 shares of the Company for Europe, and 45 of the Company for France.

I believe as a basis for a definite arrangement that I could propose the following to you.

I am told that you have not enough shares of the Telephone Company for France to make up the difference which I have just indicated. So I will propose to Mr. Hargès, if you consent, that the number of 45 shares in the ^UTelephone Company for France remains as it is, but that article one of your rough draft should read 25 shares of the Edison Telephone Company for Europe, (in place of 18 which can be done without augmenting the number of shares in your hands, and it will only be necessary to reduce a number of these shares as

shares given as collateral and carry back these shares to the proposed contracts. Besides, it is understood that the 45 shares of the Telephone Company for France will be resigned to Mr. Bailey, ^{in the time} ~~with the~~ and under the specified conditions at the rate of 100 francs, a share; provided that the call and the funds are presented before the 15th of next April.

I will await for you at my office tomorrow morning ^{to} ~~consummate~~ the matter in this way.

Believe me, Sir, to be
Henry Harrison.

(Copied)

Josh Barker
New York

I would offer in
addition to two dollars
yearly royalty, a
guarantee that first
year shall net us
ten thousand in

royalty. I think we better
close the thing up this basis as he
sails tomorrow. ~~I do not~~

~~as negotiation with Barker~~

~~people will leave us none~~

Can

Edison

T. A. EDISON,

Menlo Park, N. J.,

1880.

T. A. Edison



15,000 gold 3000 tons
+ the further sum of
- 15,000 in the 3 lots
of and of
five 7,000 40,000
7,000 12,000

The Hamilton

100

Thomas A. Edison

Edison

Edison

Edison

~~CONFIDENTIAL~~

Mr. Jenty has just received your telegram and I your explanatory letter relating to the Edison business. If I have not thanked you already, both for him and myself, it is because I have been waiting the denouement of this affair. It has been as pitiable as possible. At the same time that they were dealing on the one side with Mr. Jenty, those gentlemen had been dealing with others, right and left; we have therefore, so far as we were concerned, my friends and myself, abandoned the thing, so as not to fall into a *trap net*. The enterprise being in the hands of people who desire not a regular exploitation, but an immediate payment of some *thousands* of francs, is going to *run out*. Of three or four hundred subscribers whom the agents sent out by us had secured in a few days, there remained scarcely forty. The post office department which our group of deputies was alone capable of holding in respect, has become more restive than ever, and puts all possible obstacles in the way of the installation of telephones. It will finish by refusing flatly, and by taking possession itself of all telephonic communications as an annex of the telegraph. In this confusion, the parties have turned to us again, but as you can well imagine have found closed doors. I have convinced myself that, there are, in Paris, five or six individuals able to show powers more or less extensive, either from Edison himself, or from people who

claim to have received from him grants of this or that part of his rights; with this cross-fire of agents, one knows not what he can do.

No. 941.
Transfer of Shares or
Stock.

MADE BY
RICHARD FRY & CO.,
Solicitors, &c.,
48 & 50, Fleet Street,
London, E.C.

Re The Edison Telephone Company of Europe, Limited

in consideration of the sum of*

paid by

George Edward Gouraud
and Thomas Alva Edison

hereinafter called the said Transferee

Do hereby bargain, sell, assign, and transfer to the said Transferee

Stock forwarded to the Company's Office by
Coupon for £5

Seventy-two thousand shares
of and in the undertaking called
the Edison Telephone Company
of Europe, Limited
do hold unto the said Transferee
Brokers, Administrators, and Assigns, subject to the several
conditions on which held the same immediately before the execution hereof; and
the said Transferee do hereby agree to accept and take the said
subject to the conditions aforesaid.

As Witness our Hands and Seals, this
in the Year of our Lord One thousand eight hundred and eighty

Signed, sealed and delivered by the above-named

in the presence of

Witness's
Signature,
Address,
Occupation,

Edison Telephone Company
of Europe (Limited)

Thomas Alva Edison

L.S.

Signed, sealed, and delivered, by the above-named

in the presence of

Witness's
Signature,
Address,
Occupation,

H. Hall
121 Queen Victoria
London E.C.

G. E. Gouraud

L.S.

Signed, sealed, and delivered, by the above-named

in the presence of

Witness's
Signature,
Address,
Occupation,

Signed, sealed, and delivered, by the above-named

in the presence of

Witness's
Signature,
Address,
Occupation,

L.S.

*The Consideration money not paid to the transferor may differ from that which the first seller will receive, owing to advances by the original Buyer; the Stamp Act provides that in such cases the Consideration money paid to the transferor shall be the one inserted in the Deed, as regulating the ad valorem duty; the following is the Clause in the Deed.

"Where a Person having contracted for the purchase of any Property, has not having obtained a Conveyance thereof, contracts to sell the same to any other Person, the consideration for the sale by the original Purchaser, the conveyance is to be charged with ad valorem duty in respect of the sum as at Val. (cap. 77), Clause 24, Section 2, of the Statute in force at the date of the said contract."

When a Transferor is deceased out of three Jurisdictions, it is recommended that the Signatories be attested by H.M. Consul or Vice-Consul, a Clergyman, Magistrate, Notary Public, or by some other person holding a public position—as usual Compendia refuses to recognize Signatures not so attested.

Resolved that the company do assign to James H. Backer, but in trust for its benefit, to be declared by him by a proper instrument to be executed and delivered to the Company, all the right, title and interest which this company has acquired in the use, benefit and enjoyment in the Empire of Russia of all inventions in or relating to Speaking Telephones for which application for Letters Patent of Russia have been made at any time by Elisha Gray and Joshua F. Bailey or either of them-- and, for the purpose of executing such assignment, that the President do sign in the name of the company and in his own name as President, and that the Secretary do attest and seal an instrument whereof the following is a copy, and that such instrument so executed and properly acknowledged be delivered to said Banker as the act and deed of this Company.



A la suite d'une demande
en désistance, introduite au
mois de Février 1880, par M. Bida, contre
le brevet Edisou du 21 Janvier 1878, M.
James H. Brauker, Président de la "Edison
Telephone Company of Europe Limited",
a chargé M. l'avocat Paul Roguée, par
un acte en date du 10.1. l'ingénieur Paul Ro-
guée, de présenter la défense du dit
brevet, devant l'administration des
P.T.T. En considération des services rendus par
M. Paul Roguée, dans cette affaire,
M. James H. Brauker a consenti à passer
la convention suivante:

Entre les soussignés:

M. James H. Brauker, intervenant
au nom et pour compte de la "Edison
Telephone Company of Europe Limited",
ayant son siège à New-York, dans
et est le mandataire, le dit M. James
H. Brauker, ayant son domicile à
New-York, et faisant placeoir de domi-
cile à Bruxelles, chez M. Paul Tassinar,
avocat (F. Petit Sablon), d'une part
et M. Roguée, ingénieur, M. Président de la
Chambre des requêtes, intervenant
à Bruxelles, Paul Roguée, ingénieur
honoraire des mines, d'autre part, les
ingénieurs, tous deux domiciliés à Paris
(Bruxelles), et d'autre part
et a été convenu ce qui suit:

Art. 1. Le premier nommé cède et
transporte aux souscripteurs de seconde
part, qui s'expriment: M. tous les brevets
des inventions Edisou, qui ont été pris à
Bruxelles, pour la Belgique, et notamment au
Edisou, au nom du dit M. Edisou;

2^o Il est expressément stipulé de joindre en Belgique, de tous les avantages, inventions, brevets et perfectionnements qu'il a acquis et a peut acquies la "Edison Telephone Company of Europe Limited" un tiers des droits et intérêts sur cette Compagnie & à Edison.

3^o Le premier Nomme d'engagement en outre à fournir au prix cantonné, les appareils, téléphoniques fabriqués en Amérique, qui lui seraient demandés par les nommés de seconde part, pour l'exploitation des brevets de droits délégués.

Art. II. La compensation des avantages qui précèdent, les contractants de seconde part, prennent l'engagement de :

1^o de payer à la "Edison Telephone Company of Europe Limited" une redevance annuelle de cinq francs pour chaque appareil téléphonique complet de service en service en Belgique.

2^o de payer à la même Compagnie quarante pour cent de tous les bénéfices, déduction faite de tous les frais généraux, résultant de l'exploitation des brevets ci-dessus délégués, tant entendus que ces frais généraux ne dépasseront pas 50 % (cinquante pour cent) de ces bénéfices.

En outre, les contractants de seconde part auront le droit, jusqu'à

la fin de l'année 1887, de réduire à 1/10 (dix) francs, la redevance stipulée ci-dessus, moyennant le paiement comptant d'une somme de cent francs par 10.000 francs (vingt mille francs) - 3^o de former une société sur plans les trois nommés, qui aura pour objet la construction par le Ministère Public, de la validité des brevets contestés ; à défaut de l'exécution de cette clause, le présent contrat deviendra nul.

Sous les Contestations qui pourraient s'élever au sujet du présent Contrat seront jugés par les Arbitres de Paris, dont les décisions seront définitives et s'exécuteront à la suite de l'avis de la Cour de Paris.

Fait à Paris le 15 Mars 1887.
 Approuvé l'écriture approuvé l'écriture
 J. Desvignes
 J. Desvignes
 Approuvé l'écriture
 M. L. L.

Le 15 Mars 1887
 Fait à Paris le 15 Mars 1887
 J. Desvignes
 J. Desvignes
 Approuvé l'écriture
 M. L. L.

The undersigned

1st M^r

acting as attorney of the Society
"Edison telephone Co for Europe (limited)"
the seat of which is at New York (America)
of the one part,
and Messieurs

of the other,
agree as follows:

Article I

There is formed by these presents
between the undersigned, a copartnership
having for its object to bring about the
working of the patents belonging to the
Edison Telephone Company, and
taken out and obtained in Europe in
the following states:

Germany

Austria-Hungary

Belgium

Denmark

Spain

Italy

Russia

(Designate each of such telephone
~~stations~~ the date and term thereof.

Article 2.

The copartnership thus formed shall have for its special object either to carry into effect the practical operation of the telephones for which such patents are granted, or to form commercial societies to operate, or to cause to operate the same, in every state where such patents exist, in conformity with the laws of each country.

Article 3.

All the expenses rendered necessary to attain such results shall be borne by Messieurs

However, the aggregate of all advances may not exceed one million five hundred thousand francs, and moreover Messieurs

may limit it to five hundred thousand francs only. Messieurs

must as a first outlay pay to Messieurs

the sum of fr. . . .
subject to forfeiture, by way of reimbursement of the costs of the patents and accessories until date.

The surplus, up to the amount
of fr 400.000 or fr 1,400.000, according
to what Messieurs

shall decide, shall be used for the
expenses which the present partnership
shall render necessary, ^{including the expenses of}
^{effecting withdrawal from the}
^{meeting up of necessary}
Article 4. ^{of meetings}

In all cases Messieurs

bind themselves to expend the
minimum amount of five hundred
thousands francs; but once this
sum exhausted, they shall remain
at liberty to disburse no more, saving
however that their share as hereinafter
fixed shall be limited as stated in
Articles 6 and 7.

Article 5.

In no case shall Messieurs

have the right to claim of the Euron
Co or its representatives parties to
the present instrument, ^{commitment or reimbursement of} the amount
of the expenses in question, whatever
may be the importance or the result
of the business engaged in.

Article 6.

In all the countries where

Messieurs

§ shall have succeeded in establishing an enterprise or forming a society, and whatever may be the amount expended for that purpose by Messieurs

they shall be entitled to 60% of all that may be obtained or allowed for their partnership share, the sale or licence of patents in each of the aforesaid states; the 40% surplus shall belong to the patents. ^{Edison Telephone Co. of America}

On all the countries where Messrs

shall not succeed in establishing a society or an enterprise, they will be entitled to 20% of all that may be subsequently obtained from the said patents, but only if they shall produce proof that they have expended in such countries ^{in the invention, patent, collection of} the sum of £5,000 each.

Article 7th

§ For the execution of all agreements, the sale of patents or licences, the formation of societies, and generally for all the acts and actions of the

copartnership, the control of expenses, &c. a committee of direction consisting of five persons is hereby established by the parties, who appoint: the parties of the 2^d part, 3 members; the parties of the 1st part, 2 members, one of whom must be approved of by the parties of the second part.

This committee of direction shall decide by majority all resolutions that are to be passed.

A special book shall be kept from day to day, of the meetings held, which will be signed by the members taking part in such meetings.

Each member of such committee, in case of absence, can delegate his powers.

The attorney who may be appointed shall never have the power to substitute another attorney for themselves. In case of the decease of one of the members of the committee, he will be replaced by such other member designated by the group of which he formed part.

Article 8

The term of the present copartnership is fixed at three years beginning from this day.

Article 9^a

For the carrying out of these presents the parties elect domicile at Paris

Mr.

Messieurs

And in case of disagreement they recognize the jurisdiction of the Tribunal of the Department of the Seine.

Executed in original
at Paris the 1880.

To The Board of the Edison Telephone
Company of Europe, Limited

Gentlemen:

Having been appointed a Committee to
examine and report upon the proposed contract
submitted by Mr. Bailey for the sale of the Edison
patent rights in the following countries, namely
Germany, Austria Hungary, Belgium, Denmark,
Spain, Italy and Russia, I beg to present the
following analyses of the same, omitting those
parts of the contract which call for no special
attention.

Article 3 provides in the form of contract sub-
mitted that all the necessary expenditures to
introduce the telephonic system in the above
named countries are to be for account of the par-
ties contracting with us, which I will call the
French Company, naming as a maximum
1,500,000 francs and a minimum 500,000 francs,
the French Company having the option and the
right to determine what amount ^{over} is to be spent. It
further provides for the sum of 1,000,000 francs to
be paid out of the said 1,500,000 francs to our
Company as a reimbursement for the expenditures
incurred in obtaining the patents etc etc, thus
leaving a maximum of 1,400,000 francs or a
minimum of 400,000 francs for exploitation.

Article 4th provides that in any case
500,000 francs will be spent by the French Com-
pany without any obligation on their part to
go beyond it but in that case their interest
as stated in articles 6 and 7 is to be re-
duced to 20%.

Article 5th provides ^{that} the Edison Company is not to be responsible in any manner for the sums disbursed by the French Company, no matter what the results will be.

Article 6 provides that the French Company is to have sixty per cent of the net earnings, no matter what expenditure will have been incurred, forty percent being allotted to the Edison Company; but in all countries ~~where~~ the French Company is to have only twenty per cent when-
ever it will not have succeeded in establishing the telephone system, provided, however, it is able to show that 50,000 francs have been spent.

Article 7th refers to the manner of con-
sulting the Board, giving to the Edison Company two Directors out of five which it is proposed should compose it.

Article 8th provides for the duration of the contract, which is to be three years.

Article 9th refers to the manner of adjusting the difficulties that might arise between the parties to the contract.

I would suggest that the following amendments be made to the form of contract presented by Mr Bailey.

In article 2^d that a fixed sum of 150,000 francs be spent in the following ratio for the introduction of the telephone system in the various countries referred to: Austria, 50,000 francs, Russia 20,000 francs, Hungary 20,000 francs, Italy 250,000 francs, Spain 150,000 francs, Belgium 150,000 francs, Denmark 50,000 francs without any option being given to the French Company to spend less than the sums above mentioned, and, as a further amendment,

that a sum of 350000 francs be paid to the Edison Company upon the execution of the contract.

That as an amendment to Article 6 the participation in the profits to be allowed to the Edison Company be reduced to twenty per cent, and that a royalty of five francs per year be given for every instrument used in any one of the countries mentioned.

The provisions of the proposed contract with regard to the election of Directors are apparently satisfactory, as well as all other articles not referred to.

T. A. EDISON,

*Edison
Telephone*
Menlo Park, N. J., _____ 1880.

Expenses are ~~to be~~ shared
proportionately as proceeds sale
that is ~~proportionately~~ by thirds
Edison, Proctor, Bailey

Proctor
Proceeds sales patents
shared as stated previously
Telegram third Edison, third
Proctor, third Bailey, Expenses
shared in same proportions
Sufficient—

Edison	250	25
White	120	<u>2420</u>
Baily	120	360
Bunker		
X Cutting	120	<u>610</u>

Edison	360
White	120
Baily	120
Bunker	120
X Other	<u>720</u>

a

1. nov 8th 1880
Letter Fuskas & Bailey advising
Nayes that they are ready to
pay their part of the debt of
the Co.
2. Letter (Nov 11th 1880) Nayes inclosing
copy of a/c
3. Letter (Nov 12th 1880) Nayes relates
to same matter
4. Letter (Nov 18th 1880) Fuskas and
Bailey to Nayes declining to accept
charge of 52 1/2 shares as commission
on ground that 41 1/4 shares were
already given to him as commission
5. ~~Letter (Dec 9th 1880) from Harrison~~
~~to Roussell requesting additional~~
~~concessions to Nayes.~~
5. Letter (Nov 17th 1880) Telegram
from Nayes to Edison and
Edison's reply dated Nov 19th &
Nayes to Edison dated Dec 9th.
6. Nov 17th Letter of Nayes to Fuskas
& Bailey in regard to settlement
7. Nov 19th Letter Fuskas & Bailey to
Nayes calling attention to fact
that he has already received
Pies 20625 commission Pies 50000
bonus for loan of Pies 50000
and large profits besides from
acting as Mr Edison's Attorney

and refusing payment \$20000
additional and advising him that
they should seek protection in the
Court unless they received answer
following day

- 8/ Dec 20th 1880 Letter from
Rouseau to Harris regarding
new attempt at squeezing
9 About 25th Dec. Letter from
Puckas & Bailey to Hayes
regarding account

B. D. Pinkard

57
Mrs. Pinkard 74 1/2 100

Dr. French told me
this was an error in not
understanding or seeing an
account of the survey as
presented ~~rendered~~ Mr.
E says that Pinkard had
his share before the
statement or as such

Dr. C.

\$6000 whole scheme

12000 paid in

$\frac{1}{2}$ 214 B.

$\frac{1}{8}$ RLC
 $\frac{1}{4}$ RLC
 $\frac{1}{8}$ 2 DHC
 $\frac{1}{8}$ Beaver
6000

Edison

Edison makes
it 40 or 80

Puskas makes
it 73

European
Telephone

Issue 200 to
Edison

1880. Telephone - Foreign - United Kingdom (D-80-049)

This folder contains correspondence, agreements, and other documents relating to the business of the Edison Telephone Company of London, Ltd., incorporated in 1879, and the United Telephone Company, Ltd., incorporated in 1880. Much of the correspondence is by Arnold White, the secretary of the Edison Telephone Company of London. There are also many letters by Edison's associates, George E. Gouraud and Edward H. Johnson. Related material can be found in the Primary Printed Collection (Company Records Series).

Much of the correspondence is in the form of cable messages. Code names were frequently used for the authors and recipients of these cables. The following is a list of the most commonly used cable codes:

Menlo Park London
Quephone
Phonos [or Phonos London]

George E. Gouraud
Edison Telephone Company of London
Edward H. Johnson

All the documents have been filmed except for duplicate copies of selected documents.

London January 1. 1880.

My dear Sir,

I wrote to you,
two days ago - chiefly with
the object of inducing you
to make the sacrifice of your
time & inclination, which
you cannot spare, for a brief
period, weeks, I fear,
involve. I thought, to write

I think that there was further consideration to the justice -
sufficient ground for this request & it seems so important
in the fact, that there, competent & the interests of the Public.
by experience & technical knowledge to give a valid opinion, that I have considered the
considered, that the establishment Johnson's making a journey
of your highest patent - & America for the purpose -
effectively - & without delay, He can explain verbally
would be materially promoted the position of things here more
by your coming. fully than can be done in a letter -
I am writing - I have given & can give you the benefit of

the knowledge he has acquired
when he came here - all of
which will be of service.

If we are advised as we
are by our legal assistants,
that this flying visit or yompark
will be the instrument to secure us
a speedy decision on the question
of your discharges - you, or ~~one~~
would not be ^{not} ~~participated~~ ⁱⁿ ~~in~~ doing
all that is possible to ensure your
being here at the end of time.

Yours sincerely
Yours faithfully
S. H. Brown

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

The Company TRANSMITS and DELIVERS messages only on condition, limiting its liability, which have been presented to it by the sender or the receiving message.

A. H. BEECHER, Sec'y.

WILLIAM ORTON, Pres.

Dated Cable 7/6 1880

Received of Edison

READ THE NOTICE AT THE TOP.

Since clock works
thirtleth otherwise
lost
London
inf

[TO EDWARD H. JOHNSON]

T. A. EDISON.

Menlo Park, N. J.,

Jan^y 10th 1880

Cable
Phonos London

Three hundred shipped this
week

Menlo Park
9/10/80
HDC

Cable 1/12/80

Phonoz London

Man Saturday Times
Clock-works -

6 Munk's post

7446
200 pm

Memo Book 1-14.80
Received from Thomas A.
Edison one hundred
dollar as advance
Salary as Inspector of
Telephones for the Edison
Speaking Telephone Co of
London England the
money being necessary
for the voyage

\$100 00 J. Szymanski, Jr.

Original

New York 1-14-80
Received from Dr. Edwin
one hundred as advance
salary as Inspector of
Telephones for the Edison
Speaking Telephone Co.
London England the
money being necessary
for the voyage

W. H. Gregory

Lucas Road
(Jan 1880)

Walter & Sons Australia
Melb.

Dear Sir,

Please ship immediately
25 Miles of compound wire
To The Edison Telephone.
Co. 11 Lucas Victoria Street
E.C.

Sent Bill to the London England.
and in course of being shipped.
Great strength is required of the
steel wire, for long stretches
through the City of London

Please pay the order the
promptest attention & advise

Yours truly

T. A. Edison
p.h.

OK MC

Office of

Wallace & Sons,

Ansania, Jan 19th 1880

Mr T. A. Edison

Dear Sir,

We are in receipt of your
esteemed favor of 16th inst., covering
order for 25 Miles Compound
wire & sample

which we will ship soon as possible
to Arnold White Edison Telephone
Co. 11 Queen Victoria St London E.C.
England

Yours very truly,

WALLACE & SONS

per J.W.P.

T. A. EDISON.

Menlo Park, N. J. *Jan 16* 1880

Cable
Graphone London

Very desirous but utterly
impossible at present
preparing oath

11 Menlo Park

Block No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

The Company TRANSMITS and RECEIVES messages only on condition, limiting its liability, which have been approved by the Senate of the following message:
Messages are to be paid for only by depositing a message, back to the sending station for transmission, and the Company will not be liable for any loss or damage to the message or to the property of the sender or receiver of the message, and the Company will not be liable for any loss or damage to the message or to the property of the sender or receiver of the message, and the Company will not be liable for any loss or damage to the message or to the property of the sender or receiver of the message.

A. H. BREWER, Sec'y.

WILLIAM ORTON, Pres't.

Dated

7/19 1880

Received of

To

Thomas
Menlo Park

READ THE NOTICE AT THE TOP.

Take them

London
Hof.

Phonos June 16, 80

Quapone

195 Broadway
New York
Jan'y 25th 1880
Full at present

Dear Sir

We understand that
Mr Johnson, Supt. of the
English Telephone Co. is at
present in New York looking
for men to take positions
in London. We have been
studying the business in the
Exchange at 58 Broadway for
the last month or so and
although we have not had

very much practical experience
Yet we think we have acquired
a pretty fair theoretical know-
ledge of the business, and
have no doubt we could, with
very little more practice, take
charge of an Exchange. We
are at present employed at
195 Broadway and have been
for many years in the W.
A. Co; as Mr Griffin, who
is well acquainted with us
both, can inform you; the
Telephone business however being
comparatively speaking a new one
we imagine it affords a better

field for advancement and
are desirous of getting a good
position ⁱⁿ it -

We might practice
hard for a few weeks and if
at the end of that time you
find us competent to fill a
good position, we could arrange
to follow Mr. Johnson, if
he has not yet made
arrangements with other parties

Very respectfully, yours

Frank. P. Cox

E. T. Barberie

J. Alderson Esq }
Menlo Park }

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on receipt of, paying its fee, which have been tendered in full previous to the sending thereof.
Errors are not accepted except after receiving a message back in the negative. The Company is not responsible for any loss or delay in transmission or delivery of messages. Messages are not sent during the night hours of 10 P.M. to 6 A.M. and is delivered by request of all messages after 10 P.M.

A. R. BREWSTER, Secy.

WILLIAM ORTON, Pres.

Date: Cable 723 1880

Received at Pharos

To menlo park

READ THE NOTICE AT THE TOP.

Have signed invoices
bills lading been sent
as agreed

11. London

Jan 24 80

One phone London

Yrs

3 Menlo Park nY
Jan 24

1357 pm
S W

July 26, 80
Cable 1023 am

Eaton Menlo Park

Have clockworks
left

London

July 26, 80
Reichphone
London

Yr week ago by
inspectors

Menlo Park
July 26, 80

sent from report

Jan'y 27. 80

121 per

Thomas M. R. R.

Stop instruments until
Clockwork arrives must
obtain handle.

10 London

W.H. Telegraph Office
Broadway & Day St
New York
Jan'y 27th 1880

Dear Sir

You may remember our speaking to you, at Mr Bergman's, last Friday about going to England in connection with the Telephone Service. In compliance with your request to inform you as to our knowledge of the business we would say that we have been studying in the Exchange, at 55 Broadway, of which Mr John Hemmens is Manager, for some time past, and that with our

previous knowledge of wires, and with his very kind assistance we have acquired a pretty thorough knowledge of the business.

We are now about to assist in fitting up an Exchange in Whitehall Street, after which we shall feel quite competent to fill the position of which you spoke. We wrote Mr Edison in regard to this matter a few days ago; and Mr Griffin who is well acquainted with us both would, we think, speak favourably for us. Should you desire to engage our services, we could,

with very short notice, leave
for England, at any time that
you may wish, Trusting that
You may give our application
a favourable consideration

We remain
Very respectfully
J. H. Cox
E. T. Barberie

Mr Johnson }
Menlo Park }

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Albion House, 11, Abchurch Lane, London, E.C. 4.

11, Queen Victoria Street, E.C. 4.
London Jan 27 1880

J. A. Edison Esq
Menlo Park
New Jersey U. S. A.

Sir

I beg to advise having this day by cable transferred to your credit with Messrs Drexel Morgan & Co of New York the sum of £1000 (One thousand pounds) on further account of telephones and materials coming forward from you and Mr Bergmann.

These goods having hitherto been received without order or regularity, I have written to Mr Bergmann on the subject, as per enclosed copy letter; and I shall be glad if you will cause the instructions it contains to be literally carried out.

You will also oblige me by sending to this Office a statement of your account with the Company, immediately on receipt of this letter.

SM.

I am, Sir,

Your Obedient Servant

Arnold White

Manager

enclosure

(Copy)

The Edison Telephone Company of London, Limited
 Messrs. House Chambers,
 11, Queen Victoria Street, E.C.

MANAGER & SECRETARY,
 ARNOLD WHITE.

London: Jan 26 1880.

S. Bergmann, Esq.
 100 Wooster Street
 New York.

Sir/.

I beg to acknowledge the receipt in due course of your letter of the 31st December, as to the supply of 2000 telephones now in course of delivery by you for this Company.

I have this morning further received from you a number of invoices (of 368 telephones, 17 switchboards and other materials) of various dates, ranging from the 11th of November to the 10th instant, for which I beg to thank you; but I would point out that these invoices are not made out as required by the Company, nor as undertaken by you in your above-named letter of the 31st December.

It is necessary that there be a separate invoice for each shipment, headed as follows:-

"Invoice of [number] packages, forwarded
 "by steamer [name] New York to
 "London or Liverpool to sail [date of sailing]."

2.

giving the address, mark, or number and setting out in detail the contents of each package; and you will be so good as to render these invoices in duplicate, sending one copy, as soon as possible, direct to this Office with one copy of the Bill of Lading; the other copy of invoice and Bill of Lading to be handed to Messrs Drexel Morgan & Co of New York, through whom in future, or when the account between us has been squared to a point, we good enough to draw on the Company at 60 days' sight for the amount of each invoice. Messrs Drexel Morgan & Co will take charge of the Shipping documents, cash your drafts at the highest current rate of exchange, and forward the whole to their House in London for arrangement with my Company.

My Company not only prefer this course, as ensuring regularity and saving the expense of "cabling" out money to New York, as they have done hitherto; but it is also in accordance with the Agreement between yourself and them;

No. 9.

and I shall be glad if you will cause the instructions given herewith to be particularly and constantly observed.

In order that the account between yourself and this Company may be properly kept, please render to me, on receipt of this letter either direct or through Mr. Edson, a statement showing how we then stand, and commence a fresh account from the time you begin to draw on the Company.

Be good enough also to note that in order to secure early delivery, all goods for this Company, whether sent to London, to Liverpool, or elsewhere, are to be consigned to the care of Messrs. Rinkford & Co, the carriers.

I have further to request that all your communications intended for this Company be in future addressed to the Manager, and not to Mr. Johnson.

I am Sir

Your obedient Servant
(sigd) Arnold White
Manager.

2 for payment sent

(2)

payment had never been made ~~to me~~. ~~He wrote to~~ notwithstan- ding repeated requests from me - In reply to this Mr. Preece remarked ^{subsequently} that

Oh! that ~~shall~~ will all be fixed. you fell in with the wrong people when you made you tests on our wires but I will see that Everything is made right and that you will be afforded every facility by the P O authorities, for testing ^{your} ~~my~~ inventions

Mr Preece then besought me to place my telephone in his hands urging upon me the importance of so doing in order to ~~enable~~ ^{ensure} any negotiating for its use in England, ~~and~~ a successfully - issue.

I consented to do so upon Mr. Preece's earnest solicitation by letter written to me upon his return to England.

In pursuance of such determination on my part I made instruments and sent them by Messrs. Hirst & Field in Barbington upon receiving information from Mr Preece that the Instr.

3

(3)

Sent him could not be made
 to operate satisfactorily. I made
^{several improvements and then sent}
 another set ~~and sent them by~~
^{named Adams.}
 a special messenger to Mr. Preece
 direct with a letter of introduction to
 him and with instructions to work for and
 carry out the orders of Mr. Preece as to
 testing the same. While this messenger
 was engaged in ^{testing or} trying to test the apparatus
 Mr. Preece brought out ^{to the} the alleged invention
 of Hughes, and a short time after ~~apple~~
 Mr. Preece sought to patent the device of
 Hughes ~~as such~~ by combining it with
 a ~~set of~~ magneto Telephone.

W. A. Edison

Copy

January 28

E. H. Johnson, Esq.

Dear Sir,

Referring to our
conversation in relation to negotiations for the
placing of my telephone interests in the remaining
territory in England, you are authorized to decide as
to whether any proposition which may be made to
you will be accepted by me.

Yours

(signed) Thomas. A. Edison

T. A. EDISON,

Menlo Park, N. J., _____ 1880.

file

Referring to our
 conversation in re to
 negotiations for the placing
 of my telegraph there in
 remaining territory in
 England you have
 are authorized to
 decide as to whether
 any proposition which
 may be made to you will
 be acceptable to you or
 not. I will ^{undoubtedly} carry out
 or cause to be carried
 out ~~any~~ any plan
 which you decide
 to ~~be~~ ^{be} ~~of~~ ^{of} interest
 You know my views on the subject
 I will be fully able to decide
 whether I will or will not
 accept any proposition made.

[ATTACHMENT]

Edison

MP Guy 28/80

Rt Hon EP Bowyer

[TO GEORGE E. GOURAUD]

T. A. EDISON,

Cable Menlo Park, N. J., Jan 18 1880.

Menlo Park
London

Eight thousand Credit
Exhausted,

N.P.

Cable

Jan'y 28. 80
5-22

Edison
menlo Park

Explain

OK Havel (plain)

4 London

Cable

Jan'y 28. 80

Menlo Park

London

Cable one thousand pounds
your account exceeded

Ex. 3

Cable

Jan 28, 80

Quephone London

Cost five dollars and considerable
delay received and reply

//Miles Base

BRASS AND COPPER ROLLING MILLS - ESTABLISHED 1840.

See Edison

Office of Wallace & Sons.
Brass and Copper Goods

WAREHOUSE
85 CHAMBERS & 71 READE STS.
NEW YORK.

Ansonia Conn. January 28th 1880

J. A. Edison Esq.
Dear Sir

Your order for compressed wire
for London the small ship early next week
We have always sold wire this wire on
patent joint which was made especially for
it & we have invented a new & simple
hand jointing tool that works much like
a pair of pliers price \$8⁰⁰ the joints we
charge 3¢ each for. Now shall we send
joints & jointing tool with the wire? Should
distinguish to send the wire without them as
they make it so much easier for the line
men & we prefer not to have this wire
connected by twist joints. Also advise us
whether you wish the 7 1/2% commission added
from the bill or sent you & oblige

Yours truly
Wallace & Sons
J.B.M.

3700 1/2
1850
+ 5700
= 7750

3750
87
4) 3163
86576

T. A. EDISON,

file this *July 29*
Mento Park, N. J., 1880.

Arnold N. White Esq.

Dear Sir:

I am in receipt of your
Communication calling
for my presence at England
in re to the disclaimer
proceedings, I have expressed
my regret to your Chairman
as I now do to you that
compliance is impossible.
Mr. Johnson will explain
to you more fully.

I am confident you will
succeed without me but if
it were at all possible I
should obey the summons
with pleasure.

Please accept my thanks
for the Energy & tact which
Mr. Johnson assures
me you have displayed.

in forwarding the
Interests of the Edison
Telephone in England

Very Truly Yours

Edison

Your friend Mr
~~Arthur~~ Goober
me with a call &
I took pleasure in
showing him my
trinkets —

T. A. EDISON.

File Copy sent

Menlo Park, N. J., *July 24* 1880.

Theodore Waterhouse Esq.

Sir: It is with great regret that I am compelled to deny you my presence in England. Later on I shall very probably come over & see you.

I want to tender you my thanks for the invaluable service you have rendered me in the matter of bringing my telephone before the British Public with such conspicuous success. Mr Johnson will explain my inability to leave the laboratory just now.

Very truly
Yours
Edison

NP

Cable

Jan'y 29, 88

12.16 PM

Phonos Menlo Park

Decision after seeing
Clockwork

Shandon

MAILED 1898.
"GORDON, LONDON."

S.S. "Bothnia"

6, Lombard Street, E.C.
London, Feb'y 6th 1898

file
T. A. Edison Esq.

Menlo Park

My dear Edison

Post Office Question, I send
you by book post a copy of the affidavits
filed by the Telephone Company.
I wish you would write a letter to
each of the gentlemen who have been
good enough to give their affidavits
in this case, or if you do not feel
like writing to all, write at least
to Sir William Thomson who was the
first to come forward, and who
refuses to take any fee in the matter,
expressing at the same time his great
admiration for you and your work.
I think it would be agreeable to
him to receive some acknowledgment
from you.

I am my dear Edison.

Yours very truly,

Thomson

In the High Court of Justice.

EXCHEQUER DIVISION.
(QUEEN'S REMEMBRANCER'S OFFICE.)

Between HER MAJESTY'S ATTORNEY-GENERAL ON
BEHALF OF HER MAJESTY - - - - - Informant.

AND

THE EDISON TELEPHONE COMPANY OF
LONDON LIMITED - - - - - Defendants.

Affidavits filed on behalf of the Defendants.

Affidavit of EDWARD PLEYDELL
BOUVERIE, of 44 Wilton Crescent
in the County of Middlesex a Mem-
ber of Her Majesty's Privy Council.
Sworn 20th January 1880.
Filed 27th January 1880.

STATES—

1. I am the Chairman of the
Edison Telephone Company Limited
and have been such Chairman since
the formation of the Company in the
month of August last.

2. I have read the information in this cause filed by the Attorney-
General against the said Company and my attention has been called by
Mr. Arnold White the secretary and manager of the Company to the
evidence filed in support of the motion for injunction so far as that
evidence relates to the nature of the business done by the Company.

3. The Company was formed not for the purpose of collecting
receiving and transmitting or delivering public messages or indeed any
messages or other communications whatsoever. It was formed for the
purpose of introducing to the public the Edison Telephone and bringing
it into practical use and to enable private persons by its use to com-
municate with each other by ordinary speech at a distance from each
other and not by message.

4. The Company leases Telephones and erects and maintains private wires charging an annual rental for so doing.

5. The business which the Company transacts and which it is the intention of the Directors to continue to transact is in no way similar to the business formerly carried on by the various Telegraph Companies throughout the country prior to The Telegraph Act of 1869. The Company never yet has transmitted and it does not contemplate transmitting messages either for the public or for the persons for whom it maintains Telephonic apparatus. It is simply a contractor for the erection and maintenance of apparatus for private Telephonic communication that is for communication by direct speech at a distance in lieu of communication by message or written communication.

6. The exchange system described in the information and the maintenance of the apparatus for which is one portion only of the Company's business is (with the exception of the essential difference between a Telephone and a Tolegraph) identical with the private Telegraph Exchange system which has as I am informed and believe been in operation in Glasgow for several years past.

Affidavit of ARNOLD HENRY WHITE
of No. 11 Queen Victoria Street in
the City of London secretary and
manager of the Defendant Company.
Sworn 26th January 1880.
Filed 27th January 1880.

STATES—

1. I have read the information in this cause filed on the 27th day of November One thousand eight hundred and seventy-nine and I have read the notice of motion for injunction served upon the Company's Solicitors on the 10th day of January instant and the affidavits filed in support of the said motion.

2. The Edison Telephone (which is alone used by the Defendant Company) is an instrument for reproducing articulate speech by means of electricity. It enables two persons without any previous acquaintance with the instrument and without any code of signals to converse directly with each other without the intervention of a skilled operator or any other person to transmit or interpret the communication.

3. The Defendant Company was not formed for the purpose of transmitting messages either for the public or for private persons and it is not and never has been the intention of the Company to transmit such messages. The Defendant Company was formed for the purpose of

leasing Telephones to Corporations Companies and persons fixing the private wires necessary to complete the communication and maintaining such Telephones and wires in proper working order. The Defendant Company does not as a fact collect receive and transmit or deliver any messages between any persons whatever and therefore does not receive any money or valuable consideration for the collection receipt and transmission or delivery of such messages. The business of the Defendant Company is therefore in no way similar to the business formerly carried on by the various Telegraph Companies throughout the country and which is now vested in the Postmaster-General.

4. The business conducted by the Defendant Company is as follows:—

(1.) The Company leases for a term of three years at an annual rent to a Corporation Company or person a pair of Telephones each instrument consisting of a transmitter and a receiver. The Company has been accustomed to include the batteries required for the production of the electric currents and a bell to enable the person who speaks to call the attention of the person to whom he desires to speak. The Company also undertakes to maintain the said instruments in working order during the term. In such a case the lessee either already possesses a private wire of his own or gets some other Company or person to run such a wire for him. The printed paper now produced and shown to me marked A is the form of agreement adopted in such cases.

(2.) The Company leases for a term of three years at an annual rent to a Corporation Company or person a pair of Telephones in manner above described and also a wire connecting the two places at which the customer desires the two Telephones to be fixed. In such a case the Company runs the said wire between the two places for the customer by means of contractors employed by the Company or by the Company's employees and such wire when laid is during the term of the lease used solely for the private purposes of the customer. The Company undertakes to maintain the said instruments and wire in working order during the term. The printed paper now produced and shown to me marked B is the form of agreement adopted in such cases.

(3.) In some cases the Company leases a pair of Telephones for a term of three years at an annual rent in manner firstly before described under an agreement in the form marked A hereinbefore referred to and sells a wire connecting the two places at which the Telephones are fixed instead of leasing it for a term. In such a case the wire is run by the Company by means of a contractor employed by the

Company or by the Company's own employees and such wire when laid and sold becomes the absolute property of the customer for whom it is laid and is used solely for his own private purposes. The printed paper now produced and shown to me marked C is the form of agreement adopted by the Company on the sale of a wire.

4. When a considerable number of persons in any neighbourhood are desirous of speaking to each other by means of Telephones and private wires the system known as the exchange system is adopted. This is done for the purpose of reducing as far as possible the number and the length of the wires to be laid. If for example four persons reside at the four corners of a square each side of which measures half a mile six wires measuring in all nearly $3\frac{1}{2}$ miles will be required to directly connect them all. But if a wire is run from the residence of each of the four persons to the centre of the square these four wires measuring in all less than $1\frac{1}{2}$ miles will be all that is required. Acting upon this principle the Company undertakes to run a private wire for any person from his residence or place of business to some central point and leases or sells to him the said private wire upon terms similar to those contained in the forms of agreement marked B and C hereinbefore referred to. The Company also leases a Telephone to him upon terms similar to those contained in the form of agreement for lease of a pair of Telephones marked A hereinbefore referred to. Any two persons having a Telephone and hiring or purchasing such a private wire can by this means carry on a conversation upon their own wires the extremities of such wires being placed in contact at such central station. The Telephones so leased and the wires so leased or sold are during the term of the lease used solely for the private purposes of the customers. The printed paper now produced and shown to me marked D is the form of agreement adopted in these cases.

5. It would be quite possible for the private wires running to the central station to be permanently united at the centre but if that were done any person having a private wire to the central station could by rotating the dialk cylinder in the receiver of his Telephone overhear any conversation taking place between two other persons and it would not be possible for more than two persons to converse at the same time. The ends of the private wires running to the central station are therefore not placed permanently in absolute contact but a boy is placed at the central station who at the request conveyed by means of his own Telephone of any person owning a wire running to that station places the private wire of that person in contact with the private wire of the person to whom he desires to speak and disconnects the wires upon a like request made in the same way. The room to which the wires are brought is rented by the

Company and the boy who upon request connects or disconnects a wire is employed by the Company and the agreement marked D hereinbefore referred to contains an undertaking on the part of the Company to perform this service but this is not a necessary part of the arrangement as the room might be rented and the boy employed by the owners of the wires the annual payment to the Company being reduced.

6. I have read the 25th paragraph of the said information and I say that the same does not correctly describe the mode in which conversation is carried on between two persons through the central office nor does it correctly describe the duties of the boy stationed there. When the person who desires to speak has informed the boy of the name or number of the person to whom he wishes to speak the boy after withdrawing the plug from the central office bar and inserting it between the vertical bar in connection with the transmitting station and any one of the horizontal bars in the switch board which may not be in use withdraws the plug belonging to the vertical bar of the corresponding station and inserts it not as stated in the said information between that bar and the central office bar but between that bar and the horizontal bar previously plugged into electrical connection with the vertical bar of the transmitting station. It is not true as stated in the said information that the boy gives an electric signal from the central office to the corresponding station. The boy never places his own Telephone in electrical connection with the Telephone of the person with whom communication is desired and no communication of any kind electrical or otherwise passes between them. The boy's duty is to place the wires of the two persons in contact and this he does at the request of the one who wishes to speak. When these two persons have completed their private conversation through their own wires either or both of them informs the boy at the central office that the conversation is at an end in the same way as the person who began the conversation informed the boy that he wished to speak and the boy then disconnects the two wires in the manner stated in the said 25th paragraph of the information.

7. No public telegraphic messages are transmitted by the Company and no charge is made in respect of the collection receipt transmission or delivery of telegrams. The Company transmits no messages but simply maintains Telephones and wires for private use receiving from the lessees and owners an annual rent for the use and maintenance of the instruments and (if the wire is leased and not sold) for the maintenance of the wire. Every form of lease adopted by the Company contains a special provision that the Telephone and apparatus or the Telephone apparatus and wire (as the case may be) are solely for the private use of the lessee and are to be used exclusively for conversation by him his clerks servants and others authorized by him on matters relating to his business or private affairs

and are not directly or indirectly to be used in any way or manner for the transmission of messages for the public and that the lessee shall not allow the same to be used for money or other valuable consideration by any person or persons whatsoever and if the lessee of any Telephone or wire has allowed the same to be used at any time in contravention of this provision it has not been with the knowledge or consent of the Company.

8. I find that the word "message" is defined in Johnson's dictionary as "an errand—anything committed to another to be told to a third" and in Walker's dictionary as "anything committed in words or writing to some one in order to be delivered to a third—an errand."

9. In the 5th session of the present Parliament a Bill promoted by the Postmaster-General was introduced into the House of Lords intitled "An Act to make further provision respecting the Post Office Telegraphs." The said Bill was passed by that House and was brought down to the House of Commons on the 11th day of July 1878 and on the following day it was ordered to be printed by the House of Commons. The said Bill in the form in which it passed the Upper House proposed to enlarge the powers possessed by the Postmaster-General under the Telegraph Acts and among other things it proposed to enlarge the definition of the term "Telegraph."

10. The 3rd section of the Bill as printed for the House of Commons was in the following words—"In the construction of the Telegraph Act 1869 the term 'Telegraph' shall in addition to the meaning assigned to it by that Act include any apparatus for transmitting messages or other communications with the aid of electricity magnetism or any other like agency." The printed paper now produced and shown to me and marked E is a copy of the said Bill as printed for the House of Commons.

11. This extended definition was to the best of my knowledge information and belief introduced into the said Bill for the express purpose of including a Telephone within the definition of a "Telegraph" and so bringing the instrument within the monopoly vested in the Postmaster-General and this was so far as I am aware the first attempt ever made by the Post Office to extend the monopoly granted to that department by the Telegraph Act 1869 to communication by means of speech.

12. I have ascertained from Hansard's reports and from other sources of information that objection was taken to the said clause during the passage of the said Bill through the House of Commons that a Petition was presented against the Bill by the Telephone Company Limited which is a Company formed to work the Telephone invented by Professor

Graham Bell and that a deputation consisting of Members of Parliament and others had an interview with the Postmaster-General on the subject. It was urged by those who opposed the Bill that the proposal to extend the Postmaster-General's monopoly by extending the definition of a "Telegraph" was unfair to those who relying upon the existing definition had embarked capital in bringing into practical use a new discovery and was also unfair to those who had since the date of the Telegraph Act 1869 invented these new methods of communication and to those who might hereafter make further discoveries in the same direction. The printed paper marked F now produced and shown to me is as I am informed and believe a true copy of the said Petition.

13. After the said Petition had been presented and objection had been taken to the said clause as hereinbefore mentioned the Post Office entered into negotiations with the said Telephone Company Limited (with the precise nature of which I am not acquainted) with the view of inducing the said Telephone Company Limited to withdraw their opposition and as the result of these negotiations the said Petition was in fact withdrawn and I am informed and believe that as a consideration for withdrawing the same the Post Office undertook to give to the said Company certain facilities in carrying on their said business and in laying wires for the purpose of Telephonic communication and that such undertaking was embodied in a Treasury minute.

14. Notwithstanding the withdrawal by the said Telephone Company Limited of their said Petition the Postmaster-General was not able to carry the said extended definition through the House of Commons in consequence (as I have been informed and believe) of the opposition raised by Members of the House and the said section was consequently withdrawn and the definition contained in the Act of 1869 was not extended as proposed.

15. The Defendant Company has invested a large capital in the purchase of the patent rights of Mr. Thomas Alva Edison and in the development of the business hereinbefore described. Among other orders which the Defendant Company has received and has undertaken to execute are the following :-

(1.) To connect the central office of Baron Rauter at 23 Old Jewry in the City of London with the offices of the "Times" and the "Daily Telegraph" so as to enable the said Baron Rauter to dictate the various telegrams received at his central office from all parts of the world direct to the publishing offices of the said newspapers and to answer questions relating thereto and thus save time

and give to the public earlier information than is possible under the present system.

(2.) To connect the reporters' room at the House of Commons with the printing office of the "Times" and thus enable the reporters of that newspaper to dictate their shorthand notes of the debates direct to the type-setters at the "Times" office without writing out their shorthand notes or sending them by hand to the "Times" office and thereby enable the "Times" to report the debates to a later hour than is possible under the present system.

(3.) To connect the reporters' room at the House of Commons with the offices of the "Daily News" the "Standard" the "Daily Telegraph" and other newspapers for the purpose of enabling them to supply the public with fuller and later intelligence of the debates.

(4.) To connect the central office of the Metropolitan Fire Brigade in Southwark Bridge Road with other stations for the purpose of saving time in giving orders to local superintendents as to the despatch of fire engines and firemen on the occurrence of a fire in the metropolis.

16. If the injunction sought to be obtained be granted the Company will be unable to execute the various orders which it has undertaken to carry out and not only will the Company suffer very great pecuniary loss but very great inconvenience will be caused to the public to whom such means of communication is daily becoming more necessary.

Affidavit of SIR WILLIAM THOMSON
Professor of Natural Philosophy in
the University of Glasgow Fellow of
the Royal Society.

Sworn 20th January 1880.

Filed 27th January 1880.

STATES—

1. I have read the affidavits of Edward Graves and William Henry Preece filed in support of the motion for injunction in this cause.

2. At the time at which I wrote the article under the head "Telegraph" for the "Encyclopædia Britannica" quoted in the affidavit of the said Edward Graves and at the time at which I delivered the lectures at the Royal Institution referred to in the affidavit of the said William Henry Preece I had not the slightest idea that an electric telegraph wire could ever be used for the transmission of speech. In the exceedingly general definition of a telegraph which I then gave I did not in any way contem-

plate including such an instrument as the Bell or the Edison Telephone and in my judgment neither of these instruments can be correctly included in the term "Telegraph" according to the definitions of the Acts of 1863 1868 and 1869 which definitions I have read.

3. I cannot conceive it to be possible that so entirely novel an application of electrical science as these instruments involve can be considered to have been included in the monopoly which Parliament gave to the Post Office Department. When the Telegraph Acts were passed the Telephone had not been invented and no one concerned in that legislation had the slightest idea nor had any one living the slightest idea that it would be possible so to extend the power of speech as to enable persons at a distance to converse with one another.

4. Previously to the invention of the Bell and Edison Telephones the only mode of communicating between two persons at a distance was by personal messages or by writing or by the use of some previously arranged code of signals or by voice tubes.

5. The musical toy invented by Reis about the year 1860 was not in any sense a speaking Telephone nor could it transmit articulate speech. It was simply an instrument based upon the discovery of Page in 1837, that an iron bar when magnetised emits a sound and Reis succeeded in producing musical tones by rapidly magnetising and demagnetising such a bar the rapid succession of sounds thus created producing a musical note.

Affidavit of GEORGE GABRIEL
STOKES of Cambridge Lucasian
Professor of Mathematics in the
University of Cambridge Secretary
and Fellow of the Royal Society.

Sworn 24th January 1880.

Filed 27th January 1880.

STATES--

1. My attention has been called to the affidavits filed on behalf of the Postmaster-General in support of the motion for injunction against the Defendant Company in this cause and particularly to those portions which relate to the meaning of the term "Telegraph" and the alleged similarity between the Telephone and the various instruments used for telegraphic communication. I have also read the affidavit of Sir William Thomson sworn in this cause in opposition to the said motion on the 20th day of January instant.

2. The Telephones of Professor Graham Bell and Thomas Alva Edison are entirely novel inventions and are based upon new applications of electrical science of the greatest interest and importance. There is no real similarity between the speaking Telephone and the various instruments used for telegraphic communication except that both require the agency of electricity and therefore a battery or magnet and a wire to conduct the current is essential to both. Neither the transmitter nor the receiver of the Telephone in any way resemble in their mode of operation the corresponding parts of a telegraphic instrument and if a single word is to be used to include both a Telephone and a Telegraph it must in my opinion be wide enough to cover every instrument which may ever be invented which employs electricity transmitted by a wire as a means for conveying information.

3. I draw the broadest possible distinction in my own mind between mere improvements in the mode of sending and receiving a preconceived code of signals and a discovery of so totally novel and unexpected a character and so different in its results as that of the Telephone and for this reason I fully concur in the opinions which Sir William Thomson has expressed in the 2nd and 3rd paragraphs of his said affidavit.

Affidavit of JOHN TYNDALL Fellow
of the Royal Society and Professor
of Natural Philosophy in the Royal
Institution of Great Britain.

Sworn 28th January 1880.

Filed 29th January 1880.

STATES—

1. I have read the affidavits of Sir William Thomson and Professor Stokes filed in this cause on the 27th of January instant.

2. I have never on any previous occasion expressed an opinion in any legal proceedings on questions affecting the application of science to the uses of life and I have always steadfastly declined to do so when requested but having explained the principles and illustrated the action of the Telephones of Mr. Graham Bell and Mr. Thomas Alva Edison in the lecture theatre of the Royal Institution I am desirous that my silence should not be misinterpreted and I have therefore on this occasion consented to express the opinions hereinafter contained.

3. Comparing in the first place the ordinary telegraph with the scientific results achieved before that telegraph became a patented invention and comparing in the second place the Telephones of Bell and

Edison with the existing telegraph the advance as regards novelty and originality is in my opinion vastly greater in the second case than in the first. The one was a difference of degree the other is a difference of kind.

4. Prior to the labours of Bell and of Edison it had never to my knowledge entered into the thoughts of scientific men to transmit by means of electricity the tremors of the human voice so as to reproduce audible and articulate speech at a distance. The proof that this was not only possible but practical appeared to those most familiar with experimental physics to be an application of electrical and acoustical science not only new but marvellous. I have therefore no hesitation in expressing the opinion that to confound the telephone with the telegraph would be to place in the same category utterly dissimilar things.

5. If any further exposition of my opinions is needed I would refer to the 3rd paragraph of the affidavit of Sir William Thomson and to the 2nd paragraph of the affidavit of Professor Stokes both of which I substantially endorse.

Affidavit of JOHN HALL GLADSTONE

of 17 Pembridge Square in the County of Middlesex Doctor of Philosophy in the university of Gießen a Fellow of the Royal Society late Fullerian Professor of Chemistry at the Royal Institution formerly President of the Physical Society and of the Chemical Society and a member of the Society of Telegraph Engineers.

Sworn 23rd January 1880.

Filed 27th January 1880.

STATES—

1. I have perused the affidavits of Edward Graves William Henry Preece Robert Sabine Cromwell Fleetwood Varley Sir Charles Filton Bright Josiah Latimer Clark David Edward Hughes William Henry Barlow and Warren De La Rue filed in support of the motion for an injunction in this cause and I have paid special attention to those parts relating to the meaning which is to be attached to the terms "Telegraph" and "Electric Telegraph."

2. The term "Telegraph" appears to have been first used towards the end of the last century. It was always so far as I am aware employed to describe a mode of communicating intelligence to a distance greater than the human voice will naturally reach by means of a code of arbitrary signals previously agreed upon. I am confirmed in my belief that the term

is always used with this meaning by the various extrinets from works in which the term is used set out or referred to in the affidavit of the said Robert Sabine in all of which the word is used in this sense. For example the telegraph of William Amonton is described in 1794 as the "language of signals" and as a "contrivance of art to transmit thoughts in a peculiar language from one distance to another" and in "Rees' Cyclopaedia," published in 1819 the telegraph is described as "a machine adapted for communicating intelligence at a distance by making various signals which have been previously agreed upon between two parties to represent letters, words or ideas."

3. I find in the edition of the "Encyclopaedia Britannica" published in the year 1842 the following definition of a telegraph and of a telegraphic communication in an article under the head "Telegraph" stated to have been written by Sir John Barrow Bart. F.R.S.

"Telegraph so named from two Greek words *τελος* end or distance and *γραφω* I write is a machine so constructed as to enable two persons to converse with each other at a distance either by sentences words or letters according to a convention previously agreed upon by the parties. Such a mode of communicating ideas beyond the reach of hearing is not however confined to any particular machine. The fingers of the human hand are quite sufficient as every young boarding school lady knows for the purpose, and when so applied, may be called a telegraph. Thus also the signal flags used on board ships to communicate with each other by making them represent letters or numbers constitute a telegraph as may also the sending up of skyrockets blue lights the suspension of lanterns the making of fires on beacons high hills &c. be considered as telegraphic communications."

4. The various instruments to which the term was applied prior to the application of electricity to telegraphy all required so far as I am aware a previously agreed upon code of signals and a person at each end acquainted with that code to transmit and to interpret the message sent.

"5. The application of electricity to telegraphy constituted the "Electric Telegraph" but did not so far as I am aware alter the meaning of the term "Telegraph." An artificial code of signals had still to be made by the person transmitting the message and these signals had to be interpreted at the receiving end.

6. Various devices existed at this time for artificially extending the limits within which articulate speech could be made use of for conveying intelligence such as speaking trumpets and speaking tubes but so far as I am aware this method of communication was never termed "Telegraphy."

7. Various mechanical improvements have from time to time been made in the instruments used for electric telegraphy with the view of simplifying the process of transmitting intelligence. For instance the A B C instrument and the type-printing instrument. In the A B C instrument the person transmitting the message turns a handle and directs a pointer to the letters of the alphabet arranged in a circle and this causes a pointer at the receiving end to indicate in a similar way by means of electricity the letters of the message transmitted. But this may be termed a telegraph without in any way extending the meaning of the word. Although the signals used are familiar ones with which all educated people are acquainted they are still signals and although the simplicity of the instrument reduces the amount of skill required by the transmitter and receiver of the message it is still necessary to have intelligent operators to transmit and to interpret the message. Again the type-printing machine enables the person transmitting the message to print it off at the distant station in Roman capitals and another modification of the electric telegraph enables the person transmitting the message to write it. Although these improvements simplify still further the duties of the person receiving the message it is still in my opinion strictly a telegraphic message within the original meaning of the term. The etymology of the word telegraph moreover would in my opinion suffice to bring these modifications of the system of electric signalling within it.

8. The instruments known as "Sounders" are also strictly instruments which transmit communications by signal though in this case the signal reaches the ear and not the eye. Letters of the Morse alphabet or other signs are transmitted as before. Sound is in no sense transmitted nor does it reproduce speech. It is created at the receiving station only and has no resemblance to the words when spoken.

9. The actual reproduction of sound was I believe first effected by Reis by an instrument manufactured by him about the year 1860. I have read the affidavit of Dr. Fleming sworn in this cause on the 19th day of January instant and I believe that he correctly describes the mode in which this instrument worked. Whatever may have been Reis's idea of the capabilities of the instrument he never succeeded to the best of my belief in making the instrument transmit anything like articulate speech.

It was never applied to any practical use and was in fact only a scientific toy. If it had been used for the purposes of communicating messages it could only have been so employed by transmitting through it a pre-arranged code of signals.

10. The first instrument which so far as I am aware ever reproduced articulate speech was the Telephone of Professor Graham Bell invented in or about the year 1876. I was present at the meeting of the British Association at Glasgow in the autumn of that year when that instrument was exhibited by Sir William Thomson and to the best of my belief this was the first instrument brought to this country. The Telephone of Mr. Edison was brought before the public somewhat later. The Telephones of these inventors in my opinion involve an entirely novel application of electrical science and constitute new inventions distinct in principle from all previous applications of electricity to the transmission of intelligence.

11. Prior to the year 1876 I did not conceive it possible that speech could be transmitted by a wire similar to that used for telegraphic communication and the practicability of thus extending the power of speech so as to enable persons at a distance to converse without any artificial code of signals and without the intervention of skilled operators to transmit and interpret the communication was not so far as I am aware believed in by any one.

12. The Speaking Telephone cannot in my opinion be correctly described as a Telegraph and I cannot conceive that when the exclusive privilege of transmitting public telegraphic messages was given by Parliament in the year 1869 to the Postmaster-General it was intended to include actual conversation between persons at a distance whether carried on by speaking-tubes and trumpets or other means then in use or by improved means not then contemplated but which might thereafter be discovered.

Affidavit of GEORGE CAREY STATES—

FOSTER of 12 Hilldrop Road in the County of Middlesex Professor of Physics at University College London formerly Examiner in Experimental Philosophy in the University of London Fellow of the Royal Society Vice-President of the Society of Telegraph Engineers and late President of the Physical Society.

Sworn 26th January 1880.

Filed 27th January 1880.

1. My attention has been called to the affidavits filed on behalf of the Postmaster-General in support of the motion for an injunction against the Defendant Company in this cause and I have paid special attention to those portions which relate to the meaning of the term "Telegraph" and to the similarity which is stated to exist between the Speaking Telephone and the various forms of instruments in use for ordinary telegraphic communication.

2. In my opinion the words "Telegraph" and "Telegraphic communication" which I find used in the Telegraph Acts must mean such forms of instrument and such methods of communication as were known and used at the date of the Acts with such further inventions as may fairly be considered as modifications or improvements of these.

3. I am of opinion that although the Speaking Telephone could not have been invented by any one who was not already familiar with the fact of the communication of intelligence by the electric telegraph the invention of the Telephone is essentially distinct from any form of electric telegraph and that it depends upon the application of different principles. This becomes evident on comparing the Speaking Telephone with any of the various forms of acoustical telegraph such as Sir Charles Bright's Bell Telegraph or the Morse Sounder. These systems are all strictly modifications of the methods of visual telegraphy. Instead of a needle simply pointing to the right or to the left it is made to strike a bell of higher pitch when it moves one way and one of lower pitch when it moves the other way or instead of short and long marks being made upon a strip of paper sounds of shorter or longer duration are produced or more commonly identical sounds are separated by longer or shorter intervals of silence. In all cases the conventional rules by which the elementary signs are grouped into intelligible symbols are similar whether the signs themselves are perceived through the eye or through the ear. The sound is not reproduced but it is created at the distant station in the mode above described and this sound bears no resemblance whatever to the words which according to the artificial code employed the signals are considered to represent.

4. Even in Reis's instrument by which musical tones were reproduced with considerable success as early as 1860 no essentially new principle was involved. In the most usual forms of electric telegraph the number of movements made by the receiving instrument corresponds with the number of battery contacts made at the sending station. Hence it was evident that if the battery contacts could be made to follow one another with sufficient rapidity and each separate contact could be made to produce an audible effect at the distant station the succession of sounds would produce a musical tone. The step which Reis made was to realize the practical conditions requisite for the production of these results by taking advantage of previously known phenomena.

5. The invention of the Telephone on the other hand depends upon two distinct discoveries one relating to the communication of vibrations between solid bodies and the air the other to the employment of the

vibrations excited in solid bodies by sound waves to cause, periodic variations in the strength of electric currents. I am satisfied that before the invention of the Speaking Telephone no one knew and few physicists would have believed that the same solid body was capable of taking up from the air all the countless and minute varieties of vibratory motion which are concerned in the production of articulate speech. Again no one knew that even if it were possible to cause the strength of an electric current to vary periodically at one part of a long conducting circuit in a manner corresponding with the vibrations of articulate speech these minute variations would still be sufficiently perceptible at a distant point and retain in a sufficient degree their individual character to make it possible to produce by means of them at that point audible vibrations exactly corresponding to those by which they had themselves been produced at the first point.

6. For these reasons the Speaking Telephone cannot in my opinion be considered to be simply a new application of the same principles as those upon which the action of the electric telegraph depends and cannot therefore in any sense be called a mere modification, or development of the system of telegraphy in use in and prior to the year 1860. On the contrary it is based upon physical knowledge which did not exist at that date.

7. For the reasons stated in this my affidavit I am unhesitatingly of opinion that the Telephones of Professor Graham Bell and Thomas Alva Edison are not telegraphs within the meaning of that word as it appears to me to be used in the Telegraph Acts.

8. I have read the affidavits of Sir William Thomson and Professor Stokes sworn in this cause in opposition to the said motion for an injunction on the 20th and 24th days of January instant and I entirely concur in the accuracy of the opinions and statements of fact expressed and contained in those affidavits.

Affidavit of JOHN AMBROSE STATES—

FLEMING of No. 181 Camden
Road in the County of Middlesex.

Sworn 19th January 1880.

Filed 27th January 1880.

Subjects read before the Physical Society the Royal Society and the British Association. I obtained the degree of Doctor of Science in the

I. I have been engaged in the study and practice of Electrical Science for the last seven or eight years and am the author of several papers on electrical subjects.

University of London in the special subjects of Electricity Magnetism and Telegraphy and I am now Assistant Examiner in Experimental Physics in that University. I have devoted special attention to Telegraphy Telephony and the history of their successive stages of development.

2. I have carefully read the affidavits filed in this cause in support of the motion for an injunction against the Defendant Company.

3. Up to the year 1869 with the exception of certain then recently invented instruments which actually printed or wrote the message the only mode of communication between two persons at a distance was by some apparatus making use of electricity or other means to convey information by a set of preconcerted signals. Every such apparatus whether an electric telegraph in the ordinary sense or a telegraph making use of visual or audible signals required two things in addition to the apparatus itself namely—

(1.) A preconcerted code of signals.

(2.) A skilled observer at each end to translate out of the vernacular to transmit the signals and to re-translate the signals received into the vernacular.

4. In the year 1837 Mr. Page of America made the discovery that when an iron bar is magnetised a slight click is heard, and in 1860 Philip Reis based upon this discovery an apparatus for transmitting musical notes. The movement of a diaphragm was used to make and break an electric circuit. The circuit contained at the distant end an electric magnet. The rapid succession of clicks ran together and yielded a musical note of the same pitch as that which set the diaphragm in vibration.

5. The modus operandi of Reis's Telephone may be briefly described thus—A stretched tympanum had pressed gently against it a platinum point and a current of electricity was made to pass from the point to a little disc of platinum fixed to the diaphragm. When the diaphragm vibrated under the influence of a musical sound the electrical contact was made and broken at the point and the current interrupted just as many times per second as the diaphragm vibrated. An intermittent current thus passed to the line wire and at the distant end passed through the wire of an electro magnet supported on a resonant box. The interrupted current magnetised the magnet as many times per second as the current was made and the magnetic clicks thus produced ran together into a musical note. But in Reis's instrument there was no intermediate stage between current on and current off no graduation of current and therefore no possibility of transmitting a current whose strength

varied with the variation of air pressure. This instrument had no claim to be called a Telephone in the sense of a speech transmitter inasmuch as it never did and never could transmit the infinitely more complicated wave form of speech.

6. Reis's instrument was slightly improved upon by Wray and in the course of the next ten years Varley and Elisha Gray brought out similar instruments for transmitting musical sounds. But no one achieved the transmission of speech until in 1876 Graham Bell exhibited at the Philadelphia Exhibition his Magneto-Telephone. Sir William Thomson there inspected it and on his return he brought with him to England one of the first Telephones made by Bell and exhibited it to the British Association at Glasgow in September 1876 where I saw it. This was to the best of my belief the first Telephone publicly exhibited in England which would transmit speech.

7. During the previous years Edison had been making experiments in the same direction and on the 30th of July 1877 he patented in England a Speaking Telephone based on an entirely different principle from Bell's Telephone.

8. In Edison's instrument the current from the battery never passes into the line wire at all but passes through a coil of wire and through a carbon disc or button against which is pressed a diaphragm. The movements of this diaphragm under the influence of sound waves compress more or less the carbon and cause a variation of the strength of the battery current. The battery current never goes into the line wire at all but the variations in the strength of the currents through the coil are made to induce currents in an adjacent coil which is connected with the line wire. At the receiving end the line wire is connected with one end of a coil of wire whose other end is placed in connection with the earth. Over this coil but carefully insulated from it is another coil of wire the two ends of which are in connection with the receiver. This consists of a chalk cylinder moistened with some chemical. On this chalk cylinder rests a platinum pointed lever. The other end of the lever is made fast to the centre of a mica diaphragm. When the chalk cylinder is revolved by a crank the friction of the point on the chalk bends in the mica tympanum. The ends of the second coil alluded to above are in connection with the axis of the chalk cylinder and the lever. The induced current in the line wire induces another current in the secondary coil and when this current passes through the point of contact of the platinum pointed lever and the chalk cylinder it diminishes the friction and causes the point of the lever to slip and the tympanum to vibrate. In this way vibrations are set up in the receiving diaphragm which exactly correspond with those made by the sending diaphragm.

9. In all forms of electric telegraph the battery current goes into the line wire and influences directly the instrument at the other end and at the moment of making the signal the sending instrument of an electric telegraph is in direct metallic connection with the receiving instrument but in the Edison Telephone it is not so the sending instrument is not in metallic connection with the line wire and the currents from the sending battery do not pass into the line wire at all.

10. In my opinion the Edison Telephone may be properly described as an apparatus by which one person causes the air at a distant station to vibrate in an exactly similar manner to that in which it vibrates close to his mouth and this is what happens in ordinary speech. There is no signal and no code and no trained or skilled observer or sender at either end.

11. When I standing in one closed room shout to another person in an adjoining room the waves of sound from my voice beat against the wall transmit their motion to the particles of the wall and these again hand on the motion to the air in the other room. In this case the molecules of the wall constitute an apparatus by which motion of the air in one place is repeated in another. The Edison Telephone does just the same thing.

12. In a telegraph as ordinarily understood the idea of a signal is an integral part of the notion and apart from a recognized code and a pair of trained observers at either end the electric telegraph is of no practical use to the public.

13. In the 11th paragraph of the affidavit of William Henry Procter filed in support of the motion for an injunction it is stated that Sir William Thomson defines the telegraphic art as "the art of exchanging ideas by means of dead matter occupying space between two intelligent beings." This definition is in my opinion far too wide and cannot be taken as correct or as the meaning of the words in the Acts of 1863 and 1869. According to that definition ordinary speech is telegraphy and a spoken word is a telegraphic message for it is the interchange of ideas by means of dead matter (namely the air) occupying the space between two intelligent beings. Again if transmission of ideas by means of any preconceived signal is telegraphy ordinary electric bells and even common bells such as are fitted up in public buildings by various firms for valuable consideration are telegraphs since they effect a transmission of ideas by means of preconceived electric or other signals. Furthermore speaking tubes achieve the purpose of creating at a distant spot aerial vibrations in different air similar to those made at one end. The essential element of these acoustical tubes or telephonic contrivances which differentiates them

from a telegraph is not the particular means employed to raise a sound at a distant spot but the absence of intermediate persons who act as part of the apparatus of telegraphy as far as the public is concerned.

14. In my opinion the mere use of means to extend the limits through which the human voice is audible cannot be held to constitute a telegraph. The Edison Telephone is only a complicated form of speaking trumpet and in none of its parts does its construction resemble except superficially any telegraphic instrument in use.

15. The Telephones so called invented by Reis in 1860 and by Varley in 1870 had nothing whatever in common with Edison's Telephone except the name. All that they could do was to transmit musical notes which might by convention or establishment of a code be used as telegraphs but in no other way nor had any apparatus to transmit speech as speech been actually constructed to the best of my belief even as late as 1875 and certainly not in 1869.

Affidavit of **BARON JULIUS DE REUTER** of No. 18 Kensington Palace Gardens in the County of Middlesex.

Sworn 26th January 1880.
Filed 27th January 1880.

STATES—

1. I have been for the last 30 years largely engaged in the business of obtaining and distributing information from all parts of the world by means of the system ordinarily known as Reuter's Agency and in the conduct of such business I have had great practical experience in the various systems of telegraphy in use and have made myself acquainted with the various improvements from time to time made in the systems of telegraphic communication in ordinary use.

2. Prior to the discovery by Professor Graham Bell in the year 1876 of the Speaking Telephone no means so far as I am aware existed whereby speech could be transmitted beyond the ordinary limits of the human voice except by a speaking trumpet or speaking tube. The Telephones invented by Graham Bell and Thomas Alva Edison have by the application of electricity enormously extended the distance over which speech can be transmitted and it is now possible for two persons many miles distant from each other directly to converse with each other with perfect ease without the intervention of any operators.

3. All the forms of telegraphs in use prior to the application of electricity to telegraphy conveyed information by means of an artificial code of visible signals which were made by the person who desired to

transmit intelligence to a distance and were interpreted by a person at the other end acquainted with the code of signals employed. The application of electricity to the transmission of intelligence largely increased the practical usefulness of the system but in no way altered its essential features. An artificial code of signals had still to be employed made by the person transmitting the intelligence by the instrumentality of electricity to the person at the distant station who had still to interpret the signals received.

4. Various practical improvements were from time to time made in the system of electric telegraphy. The A B C instrument of Wheatstone employs as signals the letters of the alphabet arranged in a circle to which a needle or pointer at the receiving station points which is directed by the person at the transmitting station who has a corresponding dial and a pointer which he works by the hand and in the Hughes type-printing instruments a mechanical arrangement enables the person transmitting the message actually to print the message he desires to send in Roman capitals at the receiving station. Although these instruments reduce to a minimum the previous knowledge and skill required by the operator at the transmitting station and the interpreter at the receiving station and the code of signals employed is one known to every educated person the transmission of a message still exhibits the same essential features as the older methods of telegraphy. The same is true of the instrument which enables the person transmitting the message to reproduce it in writing at the receiving station.

5. The transmission of articulate speech by the Telephone constitutes a new discovery of the highest value differing in its essential features from all previously known modes of electric communication. It involves neither the code of signals nor the intervention of any skilled operators to transmit or interpret the message and in my opinion this new means of communication cannot be properly described as a telegraph.

6. Prior to the inventions of Bell and Edison and in subsequent to the year 1876 I did not conceive it to be possible that a wire such as is used for ordinary telegraphic purposes could be used for transmission of speech and I am not aware that anybody believed that such a thing was practicable. I believe that no one using the term "Telegraph" or "Electric Telegraph" in the year 1869 could have had such a method of communication present to his mind. If I had at that date believed the thing to be within the limits of practical science and had desired to describe it I should certainly not have used the word "Telegraph."

Affidavit of ROBERT STEVENSON
 SYMINGTON of 13 Royal Exchange Square in the City of Glasgow
 Electrical Engineer.

Sworn 28th January 1880.

Filed 29th January 1880.

STATES—

1. I have been engaged in the study and practice of Electrical Science for about 18 years. I first became interested in the subject at the time of the invention of Wheatstone's A B C instrument.

2. From the year 1862 until about the year 1869 I was manager for the Scotch and Irish Departments of the Universal Private Telegraph Company which carried on business in various parts of Scotland and Ireland and used the Wheatstone instrument. The business of that Company consisted for the most part of the erection of private wires but the Company also had a public telegraphic business connecting Glasgow with the Western Highlands of Scotland. When the Government acquired the telegraphs it purchased all the wires both public and private of that Company. I afterwards entered the service of the Post Office as District Electrical Superintendent for the West of Scotland and I remained in the service of the Post Office for between two and three years. I left the service of the Post Office because there was no promotion open to me in Scotland. I was offered a post in London but I was not prepared to leave Scotland.

3. In or about the year 1875 the idea occurred to me of putting several persons into telegraphic communication with each other by means of private wires running from their houses or places of business to a central station and connecting these wires one with another as required so as to enable the subscribers to telegraph to one another along their own wires. For the purpose of connecting the wires at the central station I invented a switch board and on the 13th day of May 1876 I filed a provisional specification for a patent for my invention.

4. In the year 1875 I established such a telegraphic exchange at Glasgow. I ran wires from the houses or places of business of subscribers to the central station and sold those wires to the subscribers. I also sold to each subscriber one of Wheatstone's A B C telegraph instruments. I engaged a clerk to occupy the central station and to make the necessary connections and I charged an annual sum to each subscriber for maintaining the wires in working order.

5. The mode of operation adopted was as follows:—A subscriber wishing to communicate with another subscriber signalled to the clerk at the central station by means of a bell which caused a shutter to drop at the central station. The clerk at the central exchange immediately con-

nected the wire of the subscriber who had called him with an A B C instrument which the clerk had at the central exchange. The subscriber desiring to telegraph to another subscriber immediately thereupon indicated by the A B C instrument at the central exchange the number of the subscriber to whom he desired to telegraph and the clerk thereupon united the wires of the two subscribers. The two subscribers then telegraphed directly to each other on their private wires and when they had finished a signal was given by either party and the clerk thereupon disconnected the wires.

6. This system was worked continuously from 1874 to 1879 at which date I had forty-five subscribers to the exchange. The paper document now produced and shown to me and marked A is a prospectus and plan of the said exchange. It was issued and largely advertised in the City of Glasgow.

7. The exchange as worked by me was so far as I am aware the first exchange of the kind ever invented or put into operation and the Telephonic exchanges so largely used in the United States of America at the present time are based upon the same system.

8. The attention of the Post-Office was attracted to the system and on the 8th day of October 1875 a letter was addressed to me by Mr. John Cay the solicitor of the Post Office in Edinburgh calling attention to what I was doing and complaining that it was an infringement of the Government monopoly and threatening proceedings against me if the exchange was not discontinued. The paper writing marked B, now produced and shown to me is the letter so received by me from the solicitor of the Post Office in Edinburgh.

9. Shortly after receipt of the above-mentioned letter I consulted my legal adviser Mr. Robert Dunlop of the firm of Brown Dunlop and Lindsay of Glasgow solicitors who wrote on my behalf to the said solicitor of the Post Office pointing out that my system was no infringement of the Postmaster-General's monopoly as the operations were within the exceptions contained in the Telegraph Acts. The paper writing now produced and shown to me marked C is a copy of the letter written by the said Robert Dunlop as aforesaid and to which he adhibited the subscription of his firm of Brown Dunlop and Lindsay.

10. On the 21st day of October 1875 as I am informed and believe the said solicitor of the Post Office addressed to the said firm of Brown Dunlop and Lindsay a letter in answer to that written by the said Robert Dunlop as aforesaid. The paper writing marked D now produced and shown to me is the said last-mentioned letter.

11. After the receipt of the said last-mentioned letter the said Robert Dunlop on or about the 4th November 1875 went to Edinburgh and discussed the question with the solicitor at a personal interview. I am informed by the said Robert Dunlop and believe that at the said interview he urged most strongly that my system was no breach of the Telegraph Acts and that he stated in conclusion that if the solicitor did not agree with this view he must take any steps he thought fit and I should resist him to the utmost.

12. No further communication of any kind was received by me or by my legal advisers on the subject after the above-mentioned interview.

13. In addition to the said exchange I carried on a considerable business in Glasgow in laying and manufacturing other private wires not connected with the said exchange.

14. In the end of the month of October or early in the month of November 1879 the Edison Telephone Company of Glasgow Limited purchased the good-will of the said exchange and also all the plant and stock connected therewith and with the other private wires and the lease of the Central Exchange office was given over to them. Upon the Exchange office being taken over by the said Company the subscribers were supplied or are now in course of being supplied with the Edison Telephone in lieu of the A B C telegraphic instrument formerly in use and the clerk at the Central Exchange also used the Edison Telephone instead of a telegraphic instrument. With this exception the whole system continued and still continues to work as before.

15. I have inspected the Central Exchange of the Defendant Company at No. 11 Queen Victoria Street London and have examined the switch board used for the purpose of connecting the wires running to the exchange and I say that the system adopted is in all material points identical with that which I adopted at the Glasgow Exchange with the A B C telegraphic instrument between the years 1875 and 1879.

16. To the best of my knowledge information and belief the first instrument invented which transmitted articulate speech was the Telephone of Professor Graham Bell. That instrument was brought to this country in the year 1876 and in the month of November of that year I heard it at Sir William Thomson's private residence at the Glasgow University Professor Bell being present at the time. I had previously been engaged in experimenting with a Magneto-Telephone which I had made with the assistance of Mr. Bottomley (Sir William Thomson's nephew) and others. This instrument was made for experimental purposes after I had first heard

rumours from America of the possibility of reproducing speech by means of a magneto-current.

17. All telegraphic communication in practical use in this country in the year 1869 and to the best of my belief all telegraphic communication which had at that time been invented was carried on by means of writing or printing or by some other less familiar code of signals previously agreed upon which required more or less explanation to enable a person to transmit or receive an intelligible message and I am not aware that the term telegraph was at or prior to that date applied to any modes of communication except those which involved the use of such signals.

18. In the summer of 1878 my attention was drawn to a clause in a Bill then before Parliament which proposed to largely extend the definition of the term "telegraph" contained in The Telegraph Act 1869. Being at that time in correspondence with Professor Bell on the subject of his Telephone and being engaged also in supplying Bell's Telephones which I obtained from the Telephone Company Limited to persons in Glasgow for their private purposes I immediately communicated with Dr. Cameron one of the members for Glasgow pointing out that this clause would give to the Postmaster-General a monopoly of Telephones and would be likely to check further inventions and developments in this direction and I urged him to oppose the clause and I subsequently received a letter from him informing me that the opposition to the clause had been successful and that it had that day been withdrawn.

COPY CORRESPONDENCE EXHIBITED TO
MR. SYMINGTON'S AFFIDAVIT.

General Post Office

Edinburgh Oct. 8 1875.

John Cuy
Schaffer to the
General Post
Office Edinburgh
to
Robert S.
Symington
8th October
1875.
Exhibit B.

112,184

Sir

It has been brought under the notice of the Postmaster-General that an office has recently been opened in Glasgow for the reception and transmission of electric telegrams between the private offices of members and the Royal Exchange in that city and that wires have already been erected and used for this purpose.

The name of the company is not stated in the printed list of terms which has been issued by you but as your name is there given as the engineer (and presumably the responsible officer of the company) it is

to you that the present communication is addressed by desire of the Postmaster-General.

I am directed to point out to you that the undertaking in question is a direct infringement of section 4 of the Telegraph Act, 1869 which gives the Postmaster-General the exclusive privilege of transmitting telegrams within the United Kingdom (under certain exceptions contained in section 5 of the same Act none of which apply in the present case) as well as of performing all the incidental services of receiving collecting or delivering telegrams.

I have further to point out to you that under section 6 of the same Act any company corporation or person who transmits or aids or is concerned in transmitting any such telegram or aids or is concerned in its receipt collection or delivery in contravention of such privilege shall on summary conviction be liable to a penalty of £5 for every offence and that where the person so offending is a servant his master or employer shall be subject to a like penalty.

I am directed to draw your immediate attention to the provisions of the above Act before taking such proceedings as the Postmaster-General may be advised to adopt for the protection of his rights and to ask for any reasons which you may have to offer why the penalties which have already been incurred by yourself and all concerned in this matter should not at once be enforced. An early answer is requested.

I am Sir,

Your obedient servant,

(Signed)

John Cay
Solicitor.

R. S. Symington Esq.
24 Oswald Street
Glasgow.

Glasgow 19 October 1875.

Mr. Cay
General Post Office
Edinburgh.

Dear Sir

Your letter of 8th inst. addressed to Mr. Robert S. Symington telegraphic engineer here has been handed to us. The Postmaster-General has evidently been misinformed regarding the facts of the case as we have ascertained the facts and found that no breach of the Telegraph Act has been committed by the parties by whom Mr. Symington is employed. These parties employ Mr. Symington's company to erect private wires between their warehouses &c. and the Royal Exchange. They pay for the erection of the wire and it is their own private and exclusive property.

Messieurs
Bevan
Dunlop and
Lindsay to
John Cay
19th October
1875.

Exhibit C.

27

They contract to pay a certain annual sum for the maintenance of the wire instead of paying in detail for such repairs as may be necessary and they pay a clerk in the Royal Exchange to receive and transmit their own private messages. There is thus clearly no breach of the Act the first exception in section 5 of the Act covering the present case.

We are yours truly

(Signed) Brown Dunlop & Lindsay.

John Cay to
Messrs
Brown
Dunlop and
Lindsay
21st October
1875.

Exhibit D.

10 Alva Street Edinburgh

October 21 1875.

Dear Sirs

I beg to acknowledge receipt of your letter of 19th instant which I have laid before the Postmaster-General to obtain his Lordship's instructions as regards further proceedings.

I understand from your letter that Mr. Symington intends to continue his operations as before but perhaps I may be allowed to point out that the telegrams sent over these wires are not within the exception you refer to (sec. 5. of Act of 1869) as it cannot be said that no charge is made in respect to their transmission. From Mr. Symington's printed handbill it appears that a certain charge is made for connecting the subscribers' offices with the Royal Exchange besides a yearly charge for maintenance and clerk's attendance.

The telegraph apparatus in question too cannot be called "a telegraph" "maintained and used solely for private use and relating to the business" "or private affairs of the owner thereof" all of the offices of the members being as it appears in connection with one another and in point of fact public messages have already been transmitted over Mr. Symington's wires and sent on over the postal telegraphs.

The preamble of the Act moreover explains that the exclusive privilege it confers on the Postmaster-General is similar to that given him by 1 Vic. cap. 33 which expressly prohibits (sec. 2) the collection of letters for the purpose of conveying them to their destination even in the case of such letters as are excepted from the general rule.

I remain dear Sirs

Yours truly

(Signed)

John Cay.

Messrs. Brown Dunlop and Lindsay

87 West Regent Street
Glasgow.

T. A. G. with Comps
Col. Gouraud
In the High Court of Justice.

EXCHEQUER DIVISION
(QUEEN'S REMEMBRANCE OFFICE.)

THE ATTORNEY GENERAL

v.

THE EDISON TELEPHONE
COMPANY OF LONDON
LIMITED.

Affidavits filed on behalf of
the Defendants.

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WATERHOUSE & WINTERBOTHAM
1 NEW COURT

LINCOLN'S INN

Defendants' Solicitors.

PRINTERS: SIR JOSEPH CAWTON AND SONS, LONDON.

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company Transmits and RECEIVES messages only on condition, limiting its liability, which here
has limited it for the amount of the following notice, in messages sent to the sending station for transmission, and the Com-
pany will not be held liable for any loss or damage to the messages sent to the sending station for transmission, and the Com-
pany's message is an UNREPEATED MESSAGE, and is not to be repeated in any other form, except as directed by the sender, under the conditions
above given.

A. B. BREWSTER, Sec'y.

NORVIN GREEN, President.

Date - *Cable* *2/7* 18*80*

Received at

Edison

Munk's Park

Stop inspectors

Gouraud

London

H. J.

Quaphone

London

Aut. M. C.

Have new clockwork

works much better than

ones sent have two

good inspectors shall 9 send

READ THE NOTICE AT THE TOP.

~~Mentopack~~

London

~~How about a name~~

~~from the other for~~

CHAS. ADAMS,
"COURAGE, LONDON."

Ld. City of New York

10 Lombard Street, E.C.
London, 11th Feb 1880

Thos. G. Mason Esq
Mentor Park

New Jersey

My Dear Sir

I confirm despatch to you
of the following cable

"Stop Inspectors"

At present I have no need
of any more men for District Companies
& therefore cable you as above

Yours truly

Geo. S. Gourlay

CABLE ADDRESS.
"GOURAUD, LONDON."

S. City of New York

6. Lombard Street, E.C.

London. 11th Feb 1888

Thos A. Edison
Menlo Park
New Jersey.

Notify NY of it

My Dear Sir

Registered cable address. I find that
the London Company and Johnson some
times cable you "Edison, Menlo Park"
without signing their cables which
clashes with my mode of cabling
you. I shall therefore in the future
cable you "Menlo Park New Jersey"
without signature. Please have this
address registered at once as I shall
proceed to use it immediately. I learn
you have received this letter

Yours truly

Geo. S. Gouraud
S.S.

CABLE ADDRESS,
"GOUARD, LONDON."

S. I. City of New York

6. Lombard Street, E.C. 4.

London 11 Feb 1880

Thos. A. Lawson Esq
Manor Park
New Jersey

My Dear Sir

I confirm receipt of following
cable:-

"Cable one thousand friends
your account excused"

Not understanding what this meant
I cabled you the word

"Explain"

but have up to the present heard nothing
further from you.

Yours truly

Geo Gouard

file -

N.P. Cable Feb 12. 80
Edison 845 am
Mentor Park

Clockworks not inspectors

5 London
147

T. A. EDISON.

Menlo Park, N. J.,

July 17 1880

Charles London

Annunciators Goods and
500 Telephones gone forward
Bergmann Bankrupt if dont
get money Wexels have
no information whatever

20 Menlo Park N.J.
July 17, 80

3000
400

CABLE ADDRESS.
"COURAGE, LONDON."

Important.

S.S. "Germania"

6, Lombard Street, E.C. 4.
London, February 18th 80

W. A. Edison, Esq.
Menlo Park.
New Jersey.

My dear Edison

During my temporary absence your cable came asking for ~~one~~ £1000 in consequence of my account being exceeded, and my secretary, Mr. Insull, replied "Expended". It was impossible then for me to know whether this cable was intended for me or for the London Company owing to the form in which telegrams have come in the same name indifferently intended for either of us. I have been without any explanation of what it meant until today when Mr. Johnson told me that he was present when the cable was sent and that it meant that your disbursements on account of the first 500 telephones ordered under your original agreement with the London Company had exceeded the \$8000.

which I advanced on this account. Of course
I had no means of knowing this, as the
amount of bills received from you up
to date including all advances to men,
payment for laths, and two switchboards
only amounts to \$4400.35., and therefore
it was impossible for me to take your
cable as referring to myself - However
taking the whole 500 instruments at
\$14.50 (the rate at which they are being
invoiced) the cost would be \$7250
the two switchboards @ \$152.50 = \$305
Total \$7555

I therefore cabled you thro' Drexels the
round sum of £400, say \$2000 which
together with the \$8000 already
advanced makes my total advance
for this account \$10,000

We can adjust balance either
way when all the 500 are delivered.

I am, my dear Edison

Yours truly,

Wm. West

Please having forward balance of 500
with order so that I may close this a/c
with the Company -

Feb. 13, 1880

Memorandum

The experience gained since the formation of the Company has undoubtedly strengthened belief in the greatness & ultimate value of Mr. Edison's invention.

The prospects however of the Company as a dividend paying concern are so entirely different now from what they were when it was formed 6 months ago that if the future could have then been foreseen the arrangement then made would doubtless have been very different.

The following considerations have to be borne in mind in order to obtain a correct view of the altered situation:

1. The Company had to wait several months for instruments
2. Meanwhile the Rival Company whose competition it had been led to believe might be disregarded covered the country with its wires & with an instrument which as to its receiver is preferred by many to Mr. Edison's
3. Infringements had to be confronted at once, but Mr. Edison's Patents were discovered to be valueless till amended & though no time was lost by the Company 6 months necessarily elapsed after its formation before the Attorney General's fiat for a Disclaimer was obtained
4. Though the Company is now in possession of a Patent which it is advised should be so construed as to enable it to claim all present

- forms of carbon transmitters, it will inevitably take much time & involve a large expenditure before its right can be enforced
- 5 The rival company is meanwhile to a large extent in possession of the field
- 6 The hostile litigation of the Post Office which was regarded as unlikely when the company was formed is involving not only large expenses, but seriously hampering the development of the Company's business & this more particularly where its strength chiefly lies, i.e. over long wires

The above considerations shew how great have been the obstacles with which the company has had & (as to several) still has to contend. Had they been foreseen in July last it may safely be stated that the stipulations made on behalf of Mr. Edison & conceded by the Company would have been very different.

In particular £25,000 the sum hitherto paid by way of advanced royalties would certainly have been regarded as more than enough for the whole of the United Kingdom, & Mr. Edison's further interest would have been restricted to a reasonable share of profits after a fair percentage had been paid upon the capital risked & he would hardly have asked for a Royalty whether profits were made or no.

In July last it was believed that the Company would practically have a monopoly of telephonic business, & it was on this supposition that the arrangement then made was based.

It is still possible that such a monopoly may be in store for it as an independent Company - but if so it can only be after months or years of litigation & after a liberal expenditure in the development of its business & the education of the public.

For these objects it is essential that steps should immediately be taken to bring in fresh capital in adequate amount, an amount which must be measured by the energy of the rival Company.

It is also essential if the Company is to maintain its character as one formed not with a view to success on the stock exchange but to the bona fide development of Mr Edison's wonderful invention that the Capital should be subscribed by the existing shareholders, or others who may be fully informed of all the circumstances, & who can be depended on as loyal partners in the work.

But to tempt this fresh Capital the relations of the Company with Mr Edison require such readjustment as they would have received could the experience of the last 6 months have been foreseen when the Company was formed.

If this readjustment is brought about & the needful capital obtained, the Company will then be prepared for 2 courses, - either for amalgamation with its rival on four terms (not otherwise to be obtained) - or for an independent existence. The latter alternative may be the more desirable of the two, if the Company be but enabled to maintain Mr Edison's rights until present difficulties have been met & overcome.

18 Feby. 80

Table

Edison
Mills Park

Money tomorrow
Quephone

London
NY

Feb 19, 50

S. Bergmann, New York City
NY

from England promised
Money tomorrow
from England

Edison

SDA

340 pm
9 H2

T. A. EDISON.

NP

Menlo Park, N. J.,

Feb. 19 1880

Cable

8⁴⁵ AM

Edison
Menlo Park N. J.

400 Cables Drexel is to
cover cost first 500 telephones
Gouraud

14 Paris
H. S. M.

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London, Limited,
Hanson House Chambers,
Rivers R. 113.

11, Duane's Victoria Street, S.E.
London, E.C. 4, 9th 1880.

My Mr Edison
Upon my return I find a wholly
different state of affairs from that
existing when I went away. Not however
in my Dept. That was doing well. Subscribers
were coming in - and our list now looks
formidable - Chalks continue to do well -
Many of them put out before I went
to America have never since been troubled.
In short everything is swimming so far
as the practical work is concerned.
In re. to the Patent fight too we are
getting along slowly true, but surely -
The disclaimer was allowed - and
we are now on good solid ground
in that respect.

I have had several meetings with the
Lawyers and now we are in receipt
of Webster's Opinions that all the
Carbon Transmitters ~~are~~ in use
are infringements of our Patent.
A letter has been written to the
Bell Company to that effect, and
a notice is today being prepared

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Alders House Chambers,
Room 30113, 11, Queen Victoria Street, E.C.

2
for publication in the newspapers 18.
- by Circular Etc Etc - warning Every-
- body to desist - so far so good
but here comes the nigger.
The Bell Company have lately re-
- organized and have received an
enormous influx of capital - placing
a large amount of stock at 100%
premium - With this Corp de fait
they have given us the cold shoulder
- withdrawn their proffer of the
Oliver branch of amalgamation -
And defy us in the matter of the
Patent fight - They say they care
nothing for Patents now - they have
got the money - & they will thereby
be able to keep the fight on for
2 or 3 years - meantime they intend
- are are - going ahead - right & left
Establishing themselves in a supreme
Commercial position - precisely
as they did in the U.S. -
Our own Lawyers - Webster &

The Edison Telephone Company of London, Limited.
Managers House Chambers,
Riverside, N.W. 11, Queen Victoria Road, E.C.

3 MANAGER & SECRETARY.
ARNOLD WHITE.

Waterhouse say that ~~the~~ ^{the} processes ^{18.}
through which we shall have to go
in the Courts - are open to these
delays - Prouverie says that unless
we can counteract this last movement
by one similar in kind - the continuation
of the Patent is useless - for the simple
reason, that ere it can be concluded
we shall be swept from the field by
the superior power of our opponents
money - This is the condition of
things as I find them on my return.
Now for the remedy.

Prouverie Waterhouse & Howard had
already been having some talk upon
the question of a reconstruction of the
whole question of the contracts with
you - putting it upon some basis
which would enable them to raise
a large Capital - so as to fight
fire with fire. They contended
that no further payment of
Advance Royalties was possible -
that every Pound that could be

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London, Limited,
Ariston House Chambers,
Room 2713,
11, Queen Victoria Street, E.C.

It would be required to increase
Our plant - Push the fight and
Otherwise put ourselves in as good
Terms as our Opponents -
Of course Gouraud ridiculed the idea
saying it is simply impossible &c &c
As usual he now comes up with
a counter movement - saying he
can obtain all the requisite
money from the stock exchange
by organizing a company and
putting the stock before the public
- this is now his pet scheme - and as
the ideas of the company are matured
and expressed, his confidence (apparent)
in his own scheme increases -
Now none of the gentlemen in this Co
will have ought to do with any stock
jobbing movement - Consequently if
Gouraud goes into it - he will be
compelled to do so upon his own
territory & alone - This is simply
impossible - beside it would result

The Edison Telephone Company of London Limited.
Albion House Chambers,
Riverside Buildings,
11, Queen Victoria Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

I in a divided Edison ^{London} ~~interest~~ ^{18...}
and in my judgment prove about
as abortive and as fruitless or ill
odors as his only other enterprising
the Glasgow Company -
I have therefore expressed
to the Company your views in re- to
all stock jobbing affairs - as well
as your wish that the Gentlemen
who have thus far liberally put
their hands in their pockets to
procure the work of planting you
in England - & who alone have
accomplished anything - already
having spent some 20 odd thousand
pounds - should have the reins -
and be given full scope for
operations against both the Co.
& our Opponents - I told Brewster
what you said in respect to
re-employment, if they were dissatisfied
or thought you had treated them
badly etc. He expressed himself

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited,
Messrs. House Chambers,
Rooms 3713,
11, Queen Victoria Street, E.C.

London. 18...

As very much gratified and said
it simply confirmed him in the
Opinion he had already formed of
you viz: That you were a high
minded honourable man and
would not countenance transacting
not strictly straight forward &c &c -
The question is now what shall be
done to save the Edison Telephone
from being overwhelmed - The
Answer is clear - Raise a large
Capital immediately and put forth
our Minions as numerous &
as strong as our Opponents -
But upon what shall the Capital
be raised - Upon the present basis
to area of Territory covered -
- or the terms of Contract with
you - all agree not another pound
can be had - It is therefore clear
that you must make important
& valuable concessions - Mr. House
said to Bourcier - "I am willing

The Edison Telephone Company of London, Limited,
Messrs. Messrs. Chambers,
Room 17113.

MANAGER & SECRETARY.
ARNOLD WHITE.

London 18.
? if need be to lose every penny
I have put in - but this is not
in the same condition we fancied
it - when we originally went in
& asked our friends to invest their
money - We then thought our Patent
good - we thought our opponents
had nothing but the magnets - and
we did not anticipate a powerful
opposition from rival companies
or from the Govt. - we are now
face to face with these things -
In view of them I cannot ask
my friends to put in another shilling
It is therefore proposed to
submit a proposition to Government
immediately - looking to paying
you a small additional amount
of advance Royalties for all of
the United Kingdom - say about
10000 pounds - asking you to waive
the 20% of the gross receipts - &
substitute instead the following

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London, Limited,
Mansion-House Chambers,
Reneas Street, London, E.C. 4.

8
When the Company shall have
earned £50 on their Capital the
Profits to be Equally divided with
You -

The Co. to agree to prosecute the
work of establishing the Edison
Telephone upon a firm foundation
With the utmost vigor -
To agree to prosecute the Patent
fight until your Claim to all
forms of Carbon Transmitters is
Either completely established - or
it is clearly demonstrated that it
cannot be sustained -

To agree that in the possible event
of amalgamation the Edison Patents
& Interests shall under no circumstances
be made subordinate either in
name - value - or position to
any other - that any new Co. shall
liquidate both the Edison & the
Bell Co. and buy up the Patents
etc of both - The amount paid

11. Queen Victoria Street, E.C.

45

London.

For the Edison stock to be less than
~~that~~ that paid for ~~the Bell Telephone Co.~~
The New Co - to be called either
The Edison-Bell - The Bell-Edison
or The Edison Telephone Co -
Mr Bouverie & be the Chairman of
the New Co - in order to give a
still more distinctive Edisonian
Characteristic to the new Organization
~~then there~~ In order to Equip the
thing at once for assuming
this position Mr Bouverie &
his associates to raise £50,000
pounds working Capital from
their own & friends pockets -
No appeal to the Public & be
made
It is by ~~virtue~~ or the class
of men you have in this London
Co - that we have secured
for Wm Thomson John Synnott
& others - Times & other papers
&c - in our fight against

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messrs. Messrs. Chambers,
11, Queen Victoria Street, E.C.

1st the P.O. - It will be by virtue of the same that you will place in a position enviable in the extreme - if this new ~~the~~ arrangement is made -
If you go to the Stock Exchange for money - you may expect all such men to avoid you -

Amalgamation is a Certainty are you to make it divided against yourself - or as a unit - The answer is obvious -

The amount of money to accrue to you from Amalgamation will be anywhere from 40 to 50,000 pounds - Your share in the profits - will in such event - be constituted by a proportion of the shares of the new Co. - and a small royalty on each inch. We are in possession of reliable information to the effect that the P.O. Crowd are convinced they

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messrs. Messrs. Chambers,
Rivers & Co.,

11, Queen Victoria Street, E.C.

London.

18.

"Will have to buy us up -"
This will be a second throw

Now my dear fellow - You and
Will unquestionably seek to
spoil all this - I feel strongly
the responsibility resting on me -
But I am compelled by virtue
of the ~~times~~ absolute necessity
for prompt action to commit
you one way or the other. I
choose that which lies in the
path of honour & liberality
- You of course see that it
affects my pocket equally with
yours - & it is useless for me
to say that I choose it because
it points to the satisfaction
of my pride as well as yours in
seeing the Edison Telephone take
its rightful position.

The Glasgow 5000 has not been
paid - & won't be unless the
London Co. assume it - They

The Edison Telephone Company of London Limited.
Messrs. Messrs. Messrs.
Rooms 2123.

MANAGER & SECRETARY.
ARNOLD WHITE.

11, Queen Victoria Street, E.C.

London

18

I agree to do so in case of a
re-negotiation upon this basis
- This leaves you some considerable
annoyance - as otherwise it
is very probable they would
not only not pay up - but would
bring suit against you for
repayment of the other two &
as soon as you get this
Telegraph as follows -

Edison Telephone London

Bourne's Phonos basis

will be approved Edison

I have been so busy in this
matter have not even taken
your lamps out of the box
- I'll attend to that later

Wastley

Ed. Johnson

621.3859

1880-02-20

THE EDISON TELEPHONE COMPANY OF LONDON, LIMITED.

Head Office—11, Queen Victoria Street, London, E.C.

DIRECTORS.

THE RIGHT HON. E. F. DOUVIERRE, <i>Chairman.</i>	COLONEL GOURAUD.
VISCOUNT ANSON.	SIR PHILIP WODENHOUSE, K.C.B.
WILLIAM FOWLER, Esq.	

MANCHESTER BOARD OF DIRECTORS.

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E. H. JOHNSON, Esq.

MANAGER & SECRETARY.

ARNOLD WHITE, Esq.

ASSISTANT SECRETARY.

LIEUTENANT-COLONEL GODFREY TWISS, R.A.

CENTRAL EXCHANGE:

11, QUEEN VICTORIA STREET.

BRANCH CITY EXCHANGES:

77, CORNHILL,

34, EASTCHEAP,

LONSDALE CHAMBERS, CHANCERY LANE

BRANCH LONDON EXCHANGES

ABOUT TO BE OPENED:

HOLBORN VIADUCT,

WESTMINSTER,

PALL MALL,

SOUTHWARK,

ALDERSGATE STREET,

REGENT STREET,

PADDINGTON.

PARTICULARS.

THE Company are ready to supply the public with telephonic communication on the terms mentioned below, either in connection with the Exchanges now being formed, or with private wires. The Company guarantee both the efficiency of the instruments and the maintenance of the wires.

The Telephones supplied by the Company are the sole invention of Mr. T. A. EDISON, to whose discovery of the applicability of carbon for Telephonic purposes the commercial world is indebted for the practical utility of the Telephone, and without the aid of which no Telephone yet invented can be effectively used under the conditions commonly existing in large commercial centres.

This fact is affirmed by the statement of American Telephone authorities, who assert that "nearly all the transmitting (talking) Telephones are supplied with some form or other of *Carbon* transmitters." There are now some 40,000 in use in the United States.

The Patents of Mr. EDISON have been assigned to this Company.

The conspicuous superiority of the Edison Telephone is due to, two causes.

- 1st. The strength of the electric current.
- 2nd. The fact that the electric force is not depended on to perform the work of vibrating the disk of the reproducing instrument, as in all other Telephones; but simply to control a mechanical force locally applied, thus giving it greater compass, more nearly approximating to that of the human voice than any Telephone yet invented.

As a necessary consequence the Edison instrument—

A. Will talk over greater distances.

B. Will largely neutralize the opposing inductive currents due to underground or adjacent telegraph wires.

These two facts have been amply demonstrated in America, and officially stated by the Western Union Telegraph Company, over whose lines, from New York to Philadelphia, 90 miles (on poles with some 40 to 50 telegraph wires) a competitive test was arranged between the Edison instrument and six others. With the Edison Telephone conversation was readily carried on, while no one of the others would utter a word.

From the second cause a louder voice is reproduced at the listening end—thus overcoming any local noise—as well as enabling the listener the more readily to discriminate between *Talking* and the *Inductive* effects; beside compensating for possible defects of hearing on the part of the listener.

To quote from the *Times* of the 8th September, 1879:—

"Long-speaking this Telephone certainly is, but it is none the less soft-speaking also; for conversations were carried on between two parties in whispers, and although a few blating sounds were perceptible to the bystanders, they were unable to catch the words of the speaker at the distant station. On the other hand, words spoken in a loud tone were audible even at times above the hum of conversation."

Rates.—EXCHANGE SYSTEM, per Subscriber, within the half-mile radius, £12 per annum, inclusive of all charges.

Lists of Exchange Subscribers will be sent on application to the Manager.

PRIVATE WIRES: per set of instruments, £12 per annum, in addition to the cost of wire, viz., 47 per mile per annum.

The minimum charge for Private Wires in all cases is for half a mile, advancing beyond that distance by quarter miles; any less distance than a quarter mile being charged as a quarter mile.

For all further particulars address—

THE MANAGER,
11, Queen Victoria Street.

LIST OF SUBSCRIBERS.

Abbott, Wm.	10, Tokenhouse Yard, E.C.
Admiralty Marine Assurance Company, ..	2, St. Michael's House, Cornhill.
"Agriculture" Fire Insurance Co. of Paris ..	45, 46 and 47, Cornhill, E.C.
Adler Line, The ..	16, Finsbury Lane, E.C.
Albee & Halsey ..	Hough Court, Lombard Street, E.C.
Albrett, Jas. & Co.	69, Mark Lane, E.C.
Aurifer Line of Steamers, The ..	19, Lendallhall Street, E.C.
Anderson, A. & Co.	30, Throgmorton Street, E.C.
Anderson, Weber & Smith ..	31, Lendallhall Street, E.C.
Australasian and New Zealand Underwriters' Association ..	31, Lendallhall Street, E.C.
Australian Lloyd ..	3, St. Michael's House, Cornhill, E.C.
Baltic, The ..	Thamescolle Street, E.C.
"Berlin Cologne" Fire Insurance Co. of Berlin ..	45, 46 and 47, Cornhill, E.C.
Birk & Archer ..	31, Angel Court, Throgmorton Street.
Blake, East & Halsey ..	11, Abchurch Lane, E.C.
Blake & Goodyear, Limited ..	1, Vornhill Street, Finsbury, E.C.
Bolling & Lowe ..	2, Laurence Poultry Hill.
Bonquet, Curtis & Co.	25, Ford Lane, E.C.
Bouverie, The Right Hon. E. P.	17, Moorgate Street, E.C.
Bowley & Britton ..	34, Lendallhall Street, E.C.
Brands's Sons & Co. Wm.	144, Lendallhall Street, E.C.
Brooks's Wharf ..	Upper Thames Street, E.C.
Burroughs, S. M. & Co.	Sever Hill, Hollow Vault, E.C.
Carter, H. & A.	14, Laurence Poultry Hill, E.C.
Casson, Sir J. & Son, ..	67, Finsbury, E.C.
City Carlton Club ..	38, St. Andrew's Lane, E.C.
City Liberal Club ..	Wallbrook, E.C.
Clark, Chas. & Co.	Winkler Chambers, Great St. Helen's, E.C.
Clift, Frederick, J.L.D.	111, Chappell, E.C., and Church Road, Upper Newcut, E.C.
Colonial Company, The ..	16, Lendallhall Street, E.C.
Commercial Marine Assurance Company ..	2, St. Michael's House, Cornhill, E.C.
Commercial Safe Rooms ..	20-24, Minning Lane, E.C.
Commercial Union Assurance Company ..	10 & 20, Cornhill, E.C.
Conley, Wm.	25, Throgmorton Street, E.C.
Conley & Pether ..	16, Pillier Street, E.C.
Council of the Corporation of Fenslav Roadstead, The ..	17, Moorgate Street, E.C.
Coutney, J. Irving ..	7, Great Winchester Street Buildings, E.C.
Crown Perfumery Co.	67, Chappell, E.C.
De Bernales & Co.	45, 46 and 47, Cornhill, E.C.
Dennis & Dennis ..	101, Lendallhall Street, E.C.
Dennis, W. F.	101, Lendallhall Street, E.C.
Denver and Rio Grande Railway Company ..	7, Suffolk Lane, Cannon Street, E.C.

Youn, Richard Henry ... 75, Old Broad Street, E.C.
 Yates & Allen ... 61, King William Street, E.C.
 Yeatley, Life Association of the United States ... 1, Prince's Street, E.C.
 Young, W. & Co. ... 23, Old Broad Street, E.C.
 Young, Campbell & Co. ... 42 and 61, Cornhill, E.C.
 Yule, J. H. ... 112, Fenchurch Street, E.C.
 Percival, Brothers & Co. ... 69, Gracechurch Street, E.C.
 Zandvoort, J. ... 16, Duket Lane, E.C.
 Gattie, Bert & Co. ... 27, Leadenhall Street, E.C.
 Geo. Walter ... 19 and 12, John Street, Adelphi
 Gordon (Furniture) & Company ... Hatton Court, Threadneedle Street, E.C.
 Gorman, G. B. ... 6, Lombard Street, E.C., & "Himwood," Beulah Hill, Upper Norwood.
 Gundry & Co. ... 181, Upper Thames Street, E.C.
 Great, Chambers & Co. ... 27, Fenchurch Street, E.C.
 Graham Club, The ... 69, Graham Place, King William Street, E.C.
 Griffiths, N. Tate & Co. ... 7, Fenchurch Street, E.C.
 Greene's Society, The ... 11, Queen Victoria Street, E.C., and 24, Upper East Smithfield, E.C.
 Hammond & Co. ... 27, Martin's Lane, E.C.
 Harris & Dixon ... 81, Gracechurch Street, E.C.
 Harvey, Geo. H. ... 11, Queen Victoria Street, E.C.
 Hecksher & Preston ... 8, Finch Lane, E.C.
 Henderson Brothers ... 19, Leadenhall Street, E.C.
 Highway Bros. ... Jeffery's Square.
 Helwell, J. & Co. ... 18, Walbrook, E.C.
 Horwood & Sons ... Fleece Court, E.C., and City Mills, Stratford, E.
 Hutchinson, A. & Co. ... 2 & 4, Great Winchester Street, E.C.
 Hyatt, Parker & Co. ... 4, Morgate Street Chambers, E.C.
 Inghall & Sons, W. T. F. M. ... 20, Threadneedle Street, E.C.
 Iman Steamship Company ... 61, King William Street.
 James & Shakspeare ... 10, Austin Friars, E.C.
 Jones, R. G., Price & Co. ... 1, Church Court, Clement's Lane, E.C.
 John & Co. ... St. Andrew's Hill, Doctors' Commons, E.C.
 Kidd, Prowse & Co. ... 48, Chancery, E.C.
 Kingsbury & Co. ... George Yard, Lombard Street, E.C.
 Langridge & Co. Henry ... 16, Great St. Helen's, E.C.
 Lawrie & Co., 2, Liverpool & London & Globe ... 80, Cornhill, E.C.
 Company ... 7 & 8, Cornhill, E.C.
 "Lloyd's" ... Royal Exchange.
 Lloyd & Lloyd ... 4, Clock Lane.
 Lloyd, A. & Sons ... 22, Bush Lane.

Lombard Co-operative Wine Association, 10 & 12, John Street, Adelphi.
 London Banking Association, Limited, 27, Old Broad Street, E.C.
 Low, Hickley & Co. ... 4, Billiter Street, E.C.
 Lyons Granary ... Upper Thames Street, E.C.
 Macdonald & Shapton ... 3, Mincing Lane.
 Marcus & Co. ... 49, Mark Lane.
 McCall, John & Co. ... 27, Threadneedle, E.C.
 McKenna, Jas. & Co. ... 27, Lombard Street.
 Melville, Melville & Co. ... 24, Leadenhall Street, E.C.
 Mercantile Trust Company of New York, 6, Lombard Street, E.C.
 Metropolitan Wharf ... Wapping Wall, E.
 Miller & Hall ... 11, Marsh Chambers, London Bridge, S.E.
 Moors, Henry B. ... 24, Exchange Chambers, Change Alley.
 Naylor, Beeson & Co. ... 34, Old Broad Street, E.C.
 "New York Herald" Offices ... 46, Fleet Street, E.C.
 New Zealand Insurance Company ... 31, Leadenhall Street, E.C.
 Oriental Tea & Grocery ... 3, Mincing Lane.
 Pacific Mail Steamship Company ... Windsor Chambers, Gt. St. Helen's, E.C.
 Paris Underwriting Association ... 42, 46 & 47, Cornhill, E.C.
 Partridge, Billings ... 2, Crystal Buildings, E.C.
 Peruvian Guano Company (Limited), 27, Old Broad Street, E.C.
 Potter, John & Co. ... 15, Great St. Helen's, E.C.
 Potter Bros. ... 18, Billiter Street.
 Povey, R. F. ... 35, Queen Victoria Street, E.C.
 Price, Waterhouse & Co. ... 44, Gresham Street, E.C.
 Puckett, Brown & Co. ... 2, Bank Buildings, E.C.
 Pullman European Car Association, 27, Old Broad Street, E.C.
 Pusey & Co. ... 26, Queen Victoria Street, E.C.
 Renshaw, Walter ... 5, Stone Buildings, Lincoln's Inn, W.C.
 Reshaw & Renshaw ... 2, Suffolk Lane, Cannon Street, E.C.
 Richardson, W. W. & H. ... 14, Fenchurch Street, E.C.
 Rollins, John G. & Co. ... Old Swan Wharf, Upper Thames St., E.C.
 Ross, Geo. & Co. ... 25, Cornhill, E.C.
 Ruback, Hermann ... 14, Mincing Lane.
 Sanders Brothers ... 25, Abchurch Lane.
 Scott, S. H. & Co. ... 70, Old Broad Street, E.C.
 Scrutton & Campbell ... 14, Fenchurch Street, E.C.
 Scrutton, Sons & Co. ... 8, Gracechurch Street, E.C.
 Scrutton & Son ... 61, Old Broad Street, E.C.
 Sharp & Willian ... 25, Great Winchester Street, E.C.
 Shepherd & Sons ... 33, Thimble Circus.
 Spicer Bros. ... 15, New Bridge Street, E.C.
 Staples, Henry ... 4, Royal Exchange Avenue.
 Stanley Brothers & Co. ... 25, Cannon Street.
 Street & Co., Gen. ... 38, Cornhill, E.C., and 5, Serle Street, Lincoln's Inn Fields, W.C.
 Street Brothers ... 5, Serle Street, Lincoln's Inn Fields, W.C., and 15, Cornhill.
 Stuart, J. M. ... 11, Queen Victoria Street, E.C.
 Stuart, J. M. ... Beulah Hill, Norwood.

Taylor, Bethell & Roberts	...	110, Fenchurch Street, E.C.
Thomas, Wm. S. & Co.	...	87, Chancery, E.C.
Thurston, H. K. & F. H. & Co.	...	115-117, Cannon Street, E.C.
Turner, Brightman & Co.	...	18, Great St. Helens, E.C.
Vivian, Younger & Bond	...	117, Lendenhall Street, E.C.
Walkate Land Association, Limited	...	34, Lendenhall Street, E.C.
Ward, H. S. & Co.	...	88, Holborn Viaduct, E.C.
Warner, Robert	...	Broad's Ward, 48, Upper Thames Street, E.C.
Waterhouse & Wintrobush	...	1, New Court, Gery Street, W.C.
Waterlow & Sons, Limited	...	Great Winchester Street, E.C.
Watson, Edw.	...	108, Bishopsgate Street.
Webb, Walter	...	38, Queen Victoria Street.
Wells, Fargo & Co.	...	61, King William Street, E.C.
Wigney, G. W.	...	79, Great Tower Street, E.C.
Withers, J.	...	1, Shorter's Court, E.C.
Whitely & Co.	...	48, Chancery Lane, W.C.
White, Arnold	...	11, Queen Victoria Street, E.C.
Wynne & Son	...	46, Lincoln's Inn Fields.
Young, J. Russell	...	46, Fleet Street, E.C.

In addition to those annexed, more than thirty laudatory descriptions appearing in the principal London and Provincial Newspapers, can be inspected at the Company's Head Offices.

THE TELEPHONE SETTLEMENT IN AMERICA

As a paragraph from a local American paper is being largely circulated with the view of suggesting that the "Telephone Settlement" has ended in the extinction of all other forms of Telephone than that of Professor Bell, it is considered right to set forth the true facts of the case.

The legal contest between the rival companies in America was lased by the Western Union Company upon the claims of Elisha Gray of Chicago, who set up the claim of priority of invention of the *Magneto Telephone*. Naturally this claim could not be sustained and a compromise and amalgamation were the result. There is no such contest between Mr. Edison and Professor Bell. Mr. Edison freely accords to Professor Bell priority of invention of the *Magneto Telephone*, and Professor Bell as cheerfully accords to Mr. Edison priority of invention of his Carbon transmitter. Both are secured by Letters Patent in Great Britain.

Reprinted from "THE TIMES," November 10th, 1879.

THE EDISON TELEPHONE.

"TO THE EDITOR OF THE TIMES,

"Sir,—On the 10th of May last, in a leading article on the subject of the Edison Telephone, you published a description of the means by which a resident in the country might communicate with his office in town, transact his business, dictate letters, and do all that which can be accomplished by a personal interview.

"The Edison Telephone has to-day fulfilled this prediction, in the most practical manner. With a wire passing through the Exchange system of this company, and conveyed for 10 or 12 miles of the way on poles with many other wires, conversation was carried on with as much facility over a distance of 15 miles as though from room to room.

"It will be difficult to convey to your readers a more graphic description of what can be done with the Edison Telephone than by shortly recounting what has actually been accomplished to-day. A gentleman, with whose house the Edison Telephone Exchange has been placed in connexion, was enjoying a day's hunting. At the time he left home the Telephone had not been fixed in position, although the wire had been run. During his absence the work was completed, and on his return important letters were read to him, to which replies were dictated. A conference with his solicitors being necessary, the operator at the Central Exchange connected him in the manner already described in your columns. An important telegram from New York was received, and a reply dictated in time to reach New York three hours after the first message was despatched from America. The principal portion of a day's work in town was thus compressed into half an hour's occupation in a library.

"It must be borne in mind that what has to-day been accomplished is no laboratory experiment. The conditions involved were the conditions of ordinary life.

"I am, Sir, your obedient servant,

"ARNOLD WHITE, Manager.

"Edison Telephone Company of London (Limited),

"11, Queen Victoria-street, E.C., Nov. 8."

"THE DAILY NEWS," Friday, January 24th, 1880.
BRIGHTON.

"A practical trial of the comparative merits of the Edison system of telephonic communication and the ordinary telegraph is being made here by Messrs. Dutt & Sons, timber merchants, whose offices in Brighton and Littlehampton are connected by both means, the telegraph used being a private wire hired as usual from the Government, and worked by the A B C code. The results up to the present have been decidedly in favour of the telephone. The distance of the circuit is 22 miles, being one of the longest, if not the longest, that has yet been provided in England by the Edison Company, and in every respect the instruments have more than answered everything required of them. The facilities they afford for direct and instantaneous communication, as contrasted with the tedious process of the alphabetical code of the telegraph are obviously a great feature in favour of the Telephone; but it has also been demonstrated by actual experiment that the telephone can be worked advantageously under circumstances which proved exceedingly detrimental to the telegraph. Advantage was taken of the recent heavy thunderstorms which passed over Brighton to test this point, and both means of communication were used when the electrical disturbance was at its height. The result was that it was ascertained that the telegraphic current was so weak as to materially affect the value of the instrument, whilst on the other hand the telephone did its work with unimpaired efficiency, the messages exchanged being heard to as much advantage as under favorable atmospheric conditions. The value of this test was enhanced by the fact that the same wire was used for both telephone and telegraph, the instruments being switched off and on the connecting wires alternately. Under ordinary conditions the telephone has also proved a successful competitor with the telegraph, the instrument delivering its messages with clearness and audibility notwithstanding the distance. The apparatus used is Edison's loud-speaking telephone, by which the sounds transmitted are audible by more than one person at the receiving end, and which also has the advantage of enabling those who use it to receive and send messages without changing the position of the head or of the instrument, the mouthpiece being at right angles with the receiving end, which thus comes into the best position for messages to be heard."

CAUTION.

It having come to the knowledge of the Directors of the EDISON TELEPHONE COMPANY OF LONDON, LIMITED, that Telephone Transmitters are being made and supplied in this country, which are direct infringements of the Patent rights vested in the Company (by Letters Patent granted to Thomas Alva Edison, dated 20th day of July, 1877, No. 2909, as amended by disclaimer, filed the 10th day of February, 1880), all persons are cautioned against manufacturing any Carbon Telephone Transmitters, and against selling, supplying, or using any Carbon Telephone Transmitters manufactured subsequently to the said 10th day of February, 1880, unless such Transmitters have been supplied by the EDISON TELEPHONE COMPANY OF LONDON, LIMITED, or their Licensees. All Telephones supplied by the EDISON TELEPHONE COMPANY OF LONDON, LIMITED, bear the words "EDISON TELEPHONE TRANSMITTER, patented 30th day of July, 1877," and a distinctive number.

Proceedings will be taken in respect to the manufacture subsequent to the said 10th day of February, 1880, of Carbon Transmitters which are infringements of the above Letters Patent, and in respect to the sale, supply, or use of any such Carbon Telephone Transmitters unless manufactured prior to that date, and in respect of any other infringements of the Patent rights of the EDISON TELEPHONE COMPANY OF LONDON, LIMITED.

By order of the Board,

ARNOLD WHITE,

Manager and secretary.

11, QUEEN VICTORIA STREET,
LONDON, E.C.

20th February, 1880.

MANAGER & SECRETARY
ARNOLD WHITE.

My Dr. Edison

House Commons
113. *W. Dumas, Victoria, St. George's,
London. Feb 21 1880*

I enclose a copy of the Waterhouses view of the situation which was written before Bourne & I formulated the scheme just sent you in my letter. You will see that Mr Bourne takes a more liberal view of your rights than his legal advisers. In fact you can as safely depend upon his doing the right & proper thing for you - as for the Company -

Bouverie has just come to me
in re to amalgamation. It now
looks as if the negotiations could
be closed by Wednesday next
- hence the necessity for my
acting for you ere you can be
consulted by letter. I will however
before closing things get your
telegraphic approval
Wm. J. E. Whelan

1 Cable

Edison
Menlo Park

Disclaimer allowed

4 London 5c by 21 Dec

842 AM

From WATERHOUSE & WINTERBOTHAM,
Solicitors.

1, NEW COURT,

CAREY STREET,

LINCOLNS INN, W.C.

Feb^y 21. 1880

My dear Sir,

Your telephone patents.

I was much
gratified at the receipt of
your letter of the 20th ult.
handed to me by Mr. E. H.
Johnson on his return from
America, & beg to thank
you for the kind expressions

contained in it.

You will have heard
we this reaches you that
the Disclaimers has at
length been obtained for
your Patent of 1877, &
we are now in a position
to take action against
future infringers.

I beg to enclose a copy
of the Case which we
submitted to Mr. Webster
Q.C., (one of our first

patent lawyers) as to the
scope of the claim we now
make, & of his opinion
thereon.

Any observations which
may occur to you after
reading what Mr. Webster
says, will of course receive
most careful consideration
here. Believe me

Yours very truly

Thos. A. Edison & Thomas A. Waterbury.
New York
New Jersey U.S.A.

Carbon Transmitters — of Telephones —

— Case —

for the Opinion of Mr. Webster
2. On behalf of the Edison Telephone
Company of London Limited —

Transmitters of Telephones

Copy

Case and Opinion

Mr. Webster 26.

Warhouse & Winterbotham
1 New Court
Lincoln's Inn.

Left herewith are

- 1- A Blue Book of the Specification to Edison's Patent
N^o 2909⁷⁷ as amended by Disclaimer
- 2- A Blue Book of the Specification to Hunnings'
Patent N^o 3647⁷⁸
- 3- A Blue Book of the Specification to Crossley's
Patent N^o 442⁷⁹
- 4- A paper by Professor Hughes read before the
Royal Society May 9th 1878 see p.p. 366, 377 and
378

The Opinion of Counsel is requested as to the construction of the 2nd Claim under Edison's said Patent in connection with certain parts hereinafter referred to of the Specification as amended by Disclaimer and also as to the bearing of the same upon the use of modified constructions of Carbon transmitters of which Hunnings' (Patent N^o 3647⁷⁸) and Crossley's Patent (N^o 442⁷⁹) may be taken as types.

The portions of the Specifications of Edison's patent to which Counsel's attention is more particularly directed are the following viz:—

p. 6. lines 11 to 18 "In some

p. 6. lines 34 to 37 "In some
Claim 2 as amended by Disclaimer reads —

thus

Second - In an $\&c$ (let in correct copy) \times

Counsel is requested to advise whether the portions of the Specification referred to are to be construed as limiting the Invention to the specific devices described, or whether they cover the general principle of varying the resistance of the circuit by varying the degree of intimacy of contact of contiguous points or surfaces and thus include ^{other} carbon transmitters of which Hunnings and Crossley's may be taken as types

Hunnings' Carbon transmitter (Specification N^o 3647 ⁷⁹) consists of powdered carbon in a loose and free state enclosed in the case of the instrument between a diaphragm and a metal disc. It is obvious that under the impact of the sound waves upon the diaphragm a greater or less number of the points or particles of the loose powder are brought into contact and the resistance of the circuit is thereby varied.

Crossley's Carbon Transmitter (Specification N^o 4412 ⁷⁹) consists of a number of microphones arranged in combination upon a diaphragm. Four is the number shown in the example illustrated the same consisting of four carbon blocks with four carbon pencils or four metal blades tipped with carbon arranged one between each two blocks, so as to form contact with them, the blocks being carried upon the diaphragm.

Counsel's attention is directed to the extract from a paper by Professor Hughes read before the Royal Society May 9th 1878 in which Professor Hughes explains the action of the microphone in terms similar to those previously employed by Mr. Edison

\times The second claim now stands thus:
 "In an instrument for transmitting electric impulses by sound the combination
 "and a diaphragm or system of electric tension regulation substantially as
 "hereinafter described for varying the resistance in a closed circuit substantially
 "as set forth."

in describing his Transmitter in the Specification to his Patent N^o 2909⁷⁷.

From the explanation it would appear that the Crossley Microphonic Transmitter also operates by varying the degree of intimacy of contact of contiguous points or surfaces.

The Opinion of Counsel is, therefore, requested upon the following point

Is the 2nd Claim under Edison's Patent N^o 2909⁷⁷, taken in connection with the portions of the Specification referred to, to be construed as limiting the invention covered by the said Patent to the particular devices described in the Specification or on the contrary can it be fairly held to include all devices operating upon the principles enunciated and in particular such examples as Hinnings Transmitter as described in Specification N^o 3647⁷⁸, and Crossley's Transmitter as described in Specification N^o 412⁷⁹.

(Opinion over)

Opinion

I have most carefully considered the points the points that arise in this case and in my judgment the second claim of Mr. Edison's Patent No. 2909 of 1877 should be construed to include Humming, Geyler's and Blake's transmitter. As to whether it covers all devices operating upon the principles mentioned is too wide a question but I will indicate shortly what in my opinion are the limits and what the extent of the claim.

The question depends almost entirely upon the state of knowledge at the date of the patent. I assume for the purpose of my opinion that the specification is sufficient and that no objection can now be taken to the patent as disclaimed on the face of the specification. As I understand, prior to the discovery of Mr. Graham Bell, Mr. Gray and Mr. Edison in connection with telephones, the transmission of an electric signal by increasing or diminishing the amount of resistance in the circuit was unknown. Automatic variation of resistance had been employed in connection with duplex telegraphy but for purposes wholly different from those with which I have now to deal. This point is not essential but it is of importance to meet a possible argument that Mr. Edison was only applying to telephonic speech a well known method of telegraphic signalling.

It must further be considered that prior to Mr. Edison's patent the principle of the variation of the resistance of the circuit had been applied to telephones by the employment of a semi-conducting fluid medium. It is stated and upon the instructions before me I assume it to be the fact that prior to Mr. Edison's patent the automatic variation of resistance by a greater or less degree of surface contact had never been announced and certainly had never been applied to telephones. After much consideration it seems to me that under these circumstances Mr. Edison did announce a new principle and for the first time applied that principle practically in a new manner.

producing a new and beneficial result, and that he is entitled to claim all applications of the same principle to telephones at any rate where it is carried into effect by analogous means. It may and no doubt will be suggested that the provisional specification does not enunciate, nor does the final specification describe clearly the supposed principle; and no doubt there are objections that will require to be met, but in my judgment they should be answered favorably to Mr Edison.

Turning now to the particular examples submitted to me, viz: Humming's, Blake's and Croly's, it seems to me that as regards Blake's the alteration of resistance is undoubtedly effected by the degree of intimacy of surface contact, and inasmuch as I am informed one of the drawings of Mr. Edison's specification describes a transmitter in all its main features identical with the Blake's. As regards Humming's it may be suggested that the original device of Clewae to obtain any given amount of resistance by varying the amount of pressure between the particles of carbon enclosed in a tube either prevents Mr. Edison from alleging that Humming's combination is covered by his patent of '77 or if it is, included, renders the patent bad. If however I am erect in the view Blake of Edison's specification, this argument would fail, because Clewae's arrangement was for an entirely different purpose and with a different object and apart from any such suggestion I think it must be admitted that Humming's transmitter is an infringement of Edison's.

Lastly with regard to Croly's, I confess I feel more difficulty, partly because the combination of parts is so different to the eye and partly because there have already been from time to time questions raised as to the difference and the identity of the two combinations and of the principles governing them. I am however at present satisfied that the views submitted by Mr. Johnson in response are correct and that the microphone

operates by the degree of intimacy of surface contact.
In the above remarks I am of opinion that the Blake,
Hummings and Gibley transmitters are infringements of
Mr Edison's patent.

With regard to the form of the second claim as
amended by disclaimer I think I should add that in my
opinion any other form of words would have seriously
endangered the validity of the patent.

R. E. Webster.
2 Pump Court
Temple

13 Feb: '80

J. S.

In the event of it being necessary to take
proceedings I should advise that on the first instance
they are taken against the persons using the Blake
transmitter and not against persons using Crosskeys
or Hummings for reasons which I can explain if
necessary.

R. E. W.

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London, Limited,
American House, 11, Old Broad Street, E.C. 4,
London, W.C. 1.

11, Old Broad Street, E.C. 4,
London, W.C. 1. 1888

My Mr Edison

At a Board meeting just
adjourned the crisis was reached
with Howard - after it - I called
me out & demanded explanations
I simply said I was carrying
out what I knew to be your
wishes viz: To make the thing a
unit & put it in ~~fixed~~ shape
that its success was assured
he went for me but I told him
my loyalty was to you & your
invention not to him - He parted
- "it may be forever" Tomorrow
Bousvier will forward him a
letter, which he has in advance
declined to answer or to forward
to you - B will wait a sufficient
time then if no reply is had,
will forward a telegraphic
proposition to you -
Howard told the Board

The Edison Telephone Company of London, Limited.
Attention: Messrs. Charles D. J.
Room 2123, 11, Queen Victoria Street, E.C.

MANAGER & SECRETARY.
ARNOLD WHITE.

2
London, 18
Today he had an irrevocable
power of attorney from you.
Bouvier told him if such were
the fact the Law of England
would not recognize it. L. then
said that he could not set aside
Emu by you. & that if you sought
to get independent of him he would
defy you &c &c. You can safely
leave that to us. ~~I told~~ L. You
were not satisfied with his grasping
disposition that you wanted the
thing to go into the man un-
-handicapped - I haven't time
to write more now to catch this
mail. You must simply
keep me empowered - Forward
the papers sent by today's
mail as promptly as possible
Mostly yours

E. Johnson

London Feb 11 80
E.H. Johnson

OK
[illegible]

General.

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Messrs. Messrs. Chambers,
Rivers Street.

11, Queen Victoria Street, E.C.

London. Feb. 24th 1880.

J. A. Edison Esq.
Aenlo Park.

N. J.

Dear Sir,

With reference to your telegram of the 22nd January, with regard to Mr Bergmann's shipment, I beg to inform you that £1000 were remitted to you on Friday through Messrs Drexel Morgan & Co for payment to Mr Bergmann of instrument construction account.

I shall be glad if you will sign the enclosed receipt and return to me at your early convenience.

I am,

Dear Sir

Yours faithfully,
Arnold White
Manager.

h. v.
Enclosure.

✓
Feb 25, 80
2 30 Pm

Cable

Phonos
West Park

Sent statement instrument
accounts to date

London
Rog

Feb 25/89

One phone
to
Edison

The Edison Telephone Company of London Limited.
Mansion House Chambers,
11, Queen Victoria Street, E.C.

MANAGER & SECRETARY.
ARNOLD WHITE.

London Feb 20 1880

Copy.

Col Geo F. Mouraud

Dear Sir,

A proposition looking to the
Consolidation of the Edison Telephone
Interests in Great Britain under
the control of the London Company
will shortly be laid before you.
You will do well to give it careful
and favorable consideration as I
have reason to know it will be
acceptable to Mr Edison who as
you well know is antagonistic to
the principle of jeopardizing success
for the sake of possible high
stakes. Remember Riffs Gate
and take the advice of one who
knows Edison and his wishes
and make such disposition of
one thing as will ensure his
approval and an extension
of your representative functions.
I am not writing this without

either careful consideration
or foundation in respect to
Edison's vision

Very Truly Yours

E. Johnson

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Mansion House Chambers,
Rowena St. W.C.

11, Queen Victoria Road, S.E.

London 26th Feb 1880

Thomas A. Edison Esq
Melito Park

U. S. A.

Dear Sir,

I beg to express to you my sincere thanks for the letter you were good enough to address to me by the hands of Mr Johnson. The honour of a direct communication from you would stimulate me, if there were room for stimulation, in my efforts in connection with this Company. There are great difficulties with which to contend, and the unscrupulous hatred of bad men is not the least of them. But in the hands of Mr Bowring and Mr Johnson I feel clear that your name and your invention will triumph over any efforts to trample the one and crush the other.

I remain, Dear Sir,

Your faithful servant

Arnold White

General.

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited
Incorporated in England
11, Queen Victoria Street, E.C.

London Feb. 16th 1880.

J. A. Edison Esq.
Menlo Park.
N. York

Dear Sir,

I beg leave to enclose copy
of a telegram sent to you last
night. As Mr Johnson will probably
explain to you the purpose in view
when this telegram was despatched.
I need only explain that the Company
desire to know whether they are
liable to you or to Colonel Gouraud
in respect to the 500 telephones under
clause 18.

I am, Dear Sir
Yours faithfully
Arnold White
Manager & Secretary

B.7.
Enclosure

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited,
Managers House Chambers,
Riverside Works,

11, Queen Victoria Street, S.E.
London E.C. 4 27 1880

My Mr Edison

Since writing to you Events have
moved forward a few paces.

It was my desire that the Company
should deal with & through Col
Gouvaud - so a meeting was called
- and I was invited to attend.

The subject of a reconstruction of
the contract with you was brought
up - Gouvaud took the proposition
of the London Company, & after an
examination pronounced it
preposterous & only fit to be
torn up & so on. I then went down
to Glasgow, & there found a most
deplorable state of affairs - that
Co. were sitting on their hands
nursing their grievances against
your representative & meditating
whether or no they should at
once bring suit against him
for the recovery of the Stock

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messine House Chambers,
Rooms 2 & 3,

11, Queen Victoria Street, E.C.

London.

18

2
With an additional claim
for obtaining money under
false pretences - As this could
only be brought against
your name - I took occasion
to point out to Moore who is
the American through whom
Ed. organized the Company - that
such a course would damage
you - an entirely innocent party
more than yourself - and that
I was acting for you in connection
with the London Co. - to bring
about a better arrangement, which
was to include the Glasgow Co.
as originally organized - 10,000 £
advance Royalties Fee - & which
would result in relieving
them of all responsibility
here. I got the promise of
himself & his associates that
they would do nothing to
stir the matter up, but would

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London, Limited,
Messrs. Messrs. Chambers,
Room 87/88.

11, Queen Victoria Street, E.C.

London.

18.

3
abide my time - This I reported
to the London B - Bouvierie
& Waterhouse both agree that
the Glasgow B shall be taken
into the general Co - and its
obligations assumed - & your
additional £5.000 £ raised.

Now on my return a Board
Meeting was called - regular
Board - & I was invited again
to be present. Before its Session
I wrote the enclosed Letter to
Gouraud - He had it in his
hands at the Board - but it
did not seem to have any Effect
on him. Therefore when Mr
Bouvierie introduced the subject
& urged the absolute necessity
for prompt action in order that
the Amalgamation negotiations
- rapidly approaching a favourable
issue - could be advantageously
met. He (G.) demanded of the

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Alderman House Chambers,
Riverside, 1713.

11, Queen Victoria Street, E.C.

London.

18..

4
Co. - that they should forthwith exercise
this Option of paying £10,000 for
the remainder of London -
Ever he would consider any new
proposition. - I then arose and
said "Gentlemen & Col Gouraud
I have had a long full & free
discussion of this whole matter
with Mr Edison and am desired
by him to say to you collectively that
he is opposed to the formation
of District Companies or to any
division of his interests in Great
Britain and is desirous that
you come to terms with him
for the formation of one Co. for
the whole Country - under
the auspices of the Gentlemen
of the London Company with
whose action in all matters
but especially with reference
to the preservation of his
good repute - his Patents &c

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messrs. House Chambers,
Romeo Chambers,

11, Queen Victoria Street, E.C.

London.

18...

5
has given him a great deal
of "satisfaction" - This speech
delivered in Open Board was
a clincher - G. put on his hat
& was preparing to leave when
I finished. The Board expressed
themselves as highly pleased
with this mark of Mr. Edison's
Confidence - Mr. B. called upon
Col. G. for his views and G.
said he should submit a
proposition - Thus ended the
Meeting. Immediately after
G. sent for me - & began one
of his high & mighty tirades.
Which I cut short by simply
saying that I was quite aware
of the importh of all I had
said - & if he was wise he
would meet the views of the
London Co. - as promptly as possible
that you were determined

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.

Marine House Chambers,
Romeo No. 113.

11, Queen Victoria Street, E.C.

London 189
That the Edison Telephone should
not be sacrificed on the altar
of Mammon or Social Position
- He saw - & tumbled - Changed
his tactics - Acknowledged to me
that the proposition made by the Co.
was much more favorable than
what he expected - and that he
knew it was impossible to form
any more Dick Cos (although he
had just told the London Co. that
he had offers for the immediate
organization of 5 Cos on the basis
of the Glasgow Co.) And he said
further that it had always been
a matter of surprise to him that
the London Co. had agreed to such
a preposterous clause as that
20% of the Gross receipts &c &c
- In short he showed me his
hand clearly - & it was just
what I told you viz: one of
fraudulent patience - Kept up

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Hanson's House Chambers,
Room 11, 113.

11, Queen Victoria Street, E.C. 4.
London. 78.

7
in Order to ~~obtain~~ obtain extortionate
terms from the London people
I saw B. Subsequently I told him
I see. At an early hour &
he would find him in a wholly
different mood. He did so - &
Subsequently told me that he now
believed they could come to an
understanding - G. is to present
another proposition today - I am
apprized from a private source
that he has prepared it & sent
it in - but I have not yet seen
B. It is wholly absurd & impossible
- being as follows. The London Co.
to write off the payments made
to you on 1/2 of advance Royalties
- as being payments made in
cash - Your profits then to
commence at once - instead
of after the London Co. have
received back the amounts

MANAGER & SECRETARY,
ARNOLD WHITE.

10,000
10,000
5,000
10,000
35,000

The Edison Telephone Company of London, Limited.

Anderson House Chambers,
Riverside Buildings,

11, Queen Victoria Street, E.C.

London.

18...

I paid you - Or in other words
they are to agree to pay you
35,000 £ Cash - & then immediately
begin paying you $\frac{1}{2}$ the profits -
- This only shows Mr. to be as
greasing & impracticable as Riff
- And it now looks as if I shall
be compelled to call upon you
for additional powers - Ever anything
can be done - In order to be
fully prepared for this & to lose
as little time as possible
I have had prepared a Power
of Attorney which at the same
time revokes your authority - I send
it on to you, & want you to be
ready to execute it on receipt of
a telegram from me & forwarding
so that the only delay will be
in its transit from America
here -

As soon as you get it. ~~the~~
~~the~~ Please telegraph as follows

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited,
Messrs. House Chambers,
Rutland St. E.C.

11, Duncannon Street, S.E.

London - W. 18.

9. "Quephone - London - Will
Execute on demand -"

Then when you get the demand
Telegraph "Quephone London
Have executed."

This will enable us to proceed
at once -

I may add a few words before
the mail goes tomorrow =

White's letter enclosed explains
itself - He is the leading spirit
in all this - & so this thing fails.
Our big job for you as it is certain
to do, if you continue to support
me - You must compensate him
- but as that, later = By the way
is your contract with your said
terminable with his Power of Atty,
or do you have to continue his
half interest indefinitely

Yours truly E. Johnson

Private

2
67, Gloucechurch Street,
London, E.C. 27th Feb. 1890.

J. H. Johnson Esq.
45 Upper Bedford Place
Russell Square
W.C.

Dear Sir,

- Hereafter we
send you as instructed
by Mr. Arnold White, -
for transmission, -
relative, to American
Patents by Mr. Edison
three in due legal form
(one of English counsel &c).
(one of English counsel &c).
(1) Deviation of an existing
power.
(2) form of short peak
power of attorney to
yourself.

Under circumstances
with which Mr. White
is acquainted who
is only able to draw the
letter in the barest form
which would not be
noticed.

be quite unimportant; but
we understand that
the purpose for which
it is prepared is very
important. By reference
to the existing power we
have incorporated the
authorities thereby referred,
but such a reference
cannot be very
valuable unless you
can secure (either in
England or America)
a copy of the present
power to Mr. Howard.

Yours truly
W. H. Arnold &
Howard

Mr. Edison will doubtless
tell you that the
documents are treated
before a meeting and
duly noted.

1. Cable

Mar 1, 80

Reephone London

Bouvier Phonos
basis will be
approved

Edison

9 Menlo Park 14th

307 PM

G-140

Cable

Mar 3, 80
200

Edison Menlo Park

Gouraud rejects Bouvier
Reno's basis claims terms
fatal to development Cable
Gouraud to approve Reno's
Johnson basis to support
it and to inform Quephone
answer

27 London

HP

Cable

Mar 30 1880
11:48 AM

Edison Menlo Park N.J.

Precisely my aim already
practically accomplished better
basis leaves negotiations to me
or fatal delays inevitable
Cable is requested adding
must negotiate with him

27 London

Mich 380
Quaplace
to
Eaton

Quaplace to Eaton

Mich 380
Johnson
to
Eaton

T. A. EDISON,

over
Menlo Park, N. J., *mch 31* 1880.

Wm
Quephone.

London

Gowand complains
please notify as you I wish to
do him no injustice, ~~tech~~
~~inspecter of the~~
~~fire Dept. Comp. in Quephone~~
~~and~~

Edison

K.P.

Cable

March 4, 80

Edison men's Park N.J.

Exhausted delicate consideration not
reciprocated definitely denies your
power offensively refusing negotiate
While none sanction injustice
cannot admit you powerless
He privately admits terms
unexpectedly favorable vanities
only barrier

Phonos
London

30 paid

Mr

Cable

Mar 4, 80

11.22 P.M.

Edison

menlo Park N. J.

Ready to show every
consideration

Bouvarie

London

ofaid

The Edison Telephone Company of London Limited.
Alderman House Chambers,
Riverside, N. 123.

MANAGER & SECRETARY.
ARNOLD WHITE.

11, Queen Victoria Street, E.C. 4.
London. *Dec 4th 1888*

My Mr Edison
The storm has broken - no one
is hurt, but things have come to
a dead lock. As I anticipated.
Gouraud refuses to have anything
more to do with the company until
they notify him that they admit
that they have no right to have
any dealings with you direct,
and promise him that they will
have nothing further to say to me.
This they of course cannot consent
to - as it would be acknowledging
that they were absolutely in his
power. I told you long since that
Gouraud's every move was to fix
his personal grip on the company
in England. His leaving and action
now confirm what I then said; and
while it yet tries to loosen that
grip you must do it.

We are at a great disadvantage
in not knowing what is the exact

The Edison Telephone Company of London, Limited,
Harrison House Chambers,
11, Duren Fort Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

2
Walter of your contract ^{pending} with him.
Please send me a copy of it by
return mail.

At the meeting on Tuesday Gouraud
told Rouverie, that you could not
do anything - I use his own words
"I am Edison - I have an irrevocable
power from him running 5 years"
and again "If Mr Edison attempts
to deal with you through any
other medium I will show him
that he cannot ignore me".
Rouverie says that even if he had
an irrevocable power from you
it would not hold in England as
against the will of the principal
as English Law does not recognize
such a thing.

Rouverie told L. that he should
present him a proposition
which had already received
your approval - Gouraud said
he should not recognize it -

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London, Limited,
Harrison House Chambers,
Romeo St. 713.

11, Queen Victoria Street, E.C. 4.

London.

18

3
B. then said - I shall then ask
you to submit it to your principals
and failing this - or any reply
from you - I shall submit it to
him direct. You and then said
that it would be useless as he
had an absolute assignment
from you of your power to act
which could not be terminated
for 5 years -

The proposition is now being prepared
prepared and will go to you for
your acceptance shortly - meantime
B. sends you a Cable - you reply
saying "Gonzalez Complains
Please rectify him as I wish
to do him no injustice" - Now since
we are not interfering with
his monied interest with you
and since he told me but a
few days ago that the terms
of the proposition were really
much better than he expected

MANAGER & SECRETARY.
ARNOLD WHITE.

The Coliseum Telephone Company of London, Limited.
Messrs. Messrs. Chambers,
11, Queen Victoria Street, E.C.4.

11
to obtain - that he did not think
any more advanced Royalties
could be had - and that it had
always been a matter of great
detriment to him that the Co
had ever consented to the clause
giving you 20% of the gross receipts
I am at a loss to understand
where any injustice is being done
him - But it is in the direction of
a personal affront to his vanity
then it is his own fault - as every
effort has been made by both
B. Waterhouse & myself to induce
him to listen to some reasonable
proposition - and to close the matter
up with them - I have told him
at various times that you were
anxious to have the thing closed
up - and were opposed to grasping
for extortion to ~~him~~ - and have
warned him that if he did not
do something soon, he would

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London, Limited,
Athenian House Chambers,
Room 22, 183.

11, Queen Victoria Street, E.C. 4.

London.

18.

Not only jeopardizing the success
of the Edison Telephone in England
but would entangle himself in
a quarrel with you - and I
have intimated to him that if
he was wise - looking to future
things - he would consult your
wishes and views in the matter -
That all my predictions have been
verified, and that he now finds
himself without support should
be no surprise to him - and I
don't believe it is - I really think
he is determined to defy you -
His vanity is such that he feels
no man will beat his own way
be asserted with impunity -
So much for the present situation
I sent you a long cable today
to assure you that no injustice
would be done him by any one
You should have known that
before - & resolves will not

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Harcourt House Chambers,
Riverside, 27/28,

11, Queen Victoria Street, E.C. 4.

London.

6
This = Can you coerce yourself ^W
into accepting an arrangement
which is very advantageous both
to you & to him; and which will
alone assure the success of
your invention in England -

If you cannot prevail on him
to do so - Can you act independently
of him - If not you may as
well wipe off the slate - Every
man in the London Co. will
withdraw - G. will go into the
hands of the "Butchers" & others
of their kin - with whom alone
he had dealings & who brought
him into relations with B, N, & G
The Glasgow Company will aid
you for the recovery of the
£500 already paid - Your Patent
will fail of being prosecuted -
and the Bell Co will immediately
make an alliance with the R.O.

MANAGER & SECRETARY,
ARNOLD WHITE.

The Eastern Telephone Company of London, Limited.
Alderman House Chambers,
Riverside Bldg.

11, Queen Victoria Street, E.C.

London. 18

I and I shall of course report myself to you for duty in some other direction.

This is not overdone for you must remember it is Rouvenie & his associates alone who are doing the following things - (Goussant never paid a dollar toward their prosecution) -

- 1st Fighting the Carbon Patent through the Courts against the Hot bed of Microphones -
- 2nd Preparing the subsidiary Contest with Preece
- 3rd Prosecuting the question as between the Telephone and the Post Office Telegraphs - The Bell Co. would never fight this in the Courts as the Po people are in with them & would be interested in conceding the thing.
- 4th Prosecuting the diplomatic Contest over amalgamation

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messrs. Messrs Chambers,
Rivers Street,
11, Queen Victoria Street, E.C.

8- And here you are powerfully
represented by virtue of the fact
that you are in the hands of
Men A. Rich enough not to sacrifice
you for money

B. Honorable enough to keep an
eye on the bona fide character
of the amalgamated Company
so that there shall be no hindering
the Public in the matter of selective
presentations for investment
C. Sentimental enough to take
an interest in your name &
good repute - and seek in all
negotiations to place you in
a position which shall yield
you both honor - & credit
for your contributions to
the Science -

D. Enthusiastic enough to have
already paid you a large
sum and to still pay you
other sums, in the face of

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messrs. Messrs. Chambers,
Riverside Buildings,
11, Queen Victoria Street, E.C.

Staggering Opposition from 18.
Every source except the Public.

These are the men who will ask
you to remove the Obstructionist
And will ask you to nominate
me in his stead -

I have been invited to take a
seat upon the Board as your
representative - to advise &
consult in every move & action
that is taken - Openly as I have
done informally for many months
past.

What are you going to do -
Yours
Ed. Johnson

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and RECEIVES messages only on condition, having its Station, which have been secured to by the power of the following contract.
Messages are to be sent only by request of a message back to the sending station for comparison, and the Company will not be held liable for any loss or damage to the message or to the delivery of the message and the Company.
This message is an UNREPEATED MESSAGE and is delivered by request of the sender, under the conditions stated above.

A. R. BREWER, Secy.

NORVIN GREEN, President.

Dated

New York Mar 28th 1880

Received of

St. Adams 615 PM

McLeod Park

READ THE NOTICE AT THE TOP.

Danger of Complication
by attempted assignment
to other parties unless
you act

Phonos
London

13 paid
Hof

copy 1

Manor House (Mar 8)
Market Hattington

A. White Esq.

Dear Sir,

I send you a letter from Colonel
Courand to Mr. Peckins on Friday, and my
draft answer sent today to him is on the back.
It seems to me to shut him up. He evidently
seems to consider that we are bound by his
agreement with Edison — Edison is of course but
that is nothing to do with us. I return to
you on Tuesday afternoon.

Yours faithfully,
(initials) C. P. B.

copy

6 Lombard Street.

March 5th 1880

Dear Sir,

I have received from Mr Johnson a press copy of a letter as per inclosed. I presume I may take it for granted you have seen the original. I have no confirmation of the letter in question from Mr Edison nor any intimation to the effect of his having any disposition to interfere with my management of our joint interests in the telephone.

It has occurred to me that it may be of importance to you to know the extent of my interest in the matter, & of my powers in connection therewith.

I therefore take this opportunity of informing you that my interest is equal to that of Mr Edison & that in his deed of assignment, he has constituted me his sole Agent and Attorney for a term of five years.

Should you desire to see the original deed, I shall be happy to show it to you here at any time.

Yours truly,

(signed) G. C. Townsend

The Rt Hon. G. C. Bowdler.

Copy

M. L. March 7th 80

Master,

Mr. Johnson read over the letter of which you enclose the copy, and which I received with yours just as I was leaving town on Friday.

It appears to me that all negotiations by the Company have been with Mr. Edison alone, partly direct and partly thro' you or his Attorney, and in no respect with you individually, and it also appears to me that there could be nothing in this to preclude myself or the Company from communicating directly with Mr. Edison, or to make it obligatory that all communications to him, should be addressed to you, and that all communications from him should only be received thro' you.

As long as you are his Attorney, so long your acts & contracts in his name, if within your power of Attorney, are binding on him.

But I did not consider myself precluded from receiving from him an assurance of what he could consider reasonable terms of re-arrangement with the Company to which he should assent, nor should I consider myself precluded from offering those terms to him - not through you - if you reject them.

(2)

The arrangements by you with, and the terms on which you hold your power from Mr Edison, are matters purely between you & him — all the company has to do with is a legal agreement with him, whether entered into by himself or his attorney.

Yours

(initials)

C.P.B.

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited,
Messine House Chambers,
Rooms 28 & 29.

11, Davenport Street, April 21, 1880
London.

My Mr Edison

Learning that Gouraud has not as yet submitted his case to his own Solicitor - Mr Renshaw - I put while up to an accidental meeting with Renshaw & to inquire of him if it was really so. He (R) had not yet done so. The interview confirms the old story namely - that Gouraud can have business dealings with no one without quarrelling.

"What - Is it true Mr Renshaw that Gouraud has not told you yet of his quarrel with the Company?"
Renshaw - "No - I have heard nothing of it. What is it?"

A - "Simply this - The Company finding itself hemmed round on all sides by an onerous contract sought to have it amended through R. & utterly failing in this - as was expected sought to

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited,
Ariston House Chambers,
Riverside Buildings,
11, Queen Victoria Street, E.C. 4,
London.

2
and did obtain direct from 18
Mr Edison an expression of
his views - The latter were quite
in accord with those of the
Company - A proposition embodying
them, & looking to the purchase
of the whole thing by the Co, was
made to H. & rejected by him.
Edison's views were then set forth
by the Co & Mr Johnson but with
only the result of Gouraud's
withdrawal from all negotiations
& refusal to hold further converse
with the Company - Edison has
been appealed to, but no action
has been had as yet, & there the
matter rests"

R. "Well - this is serious - I shall
write Gouraud to lay the matter
before me - and shall advise
him to conform to our Edison's
wishes in the case at once -
This from his own Lawyer

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Messrs. Messrs. Messrs.
Romeo No. 113.

11, Queen Victoria Street, E.C.

London.

18.

3
Mind you -

Reushaw then went on to say
that Gouraud was not to be
relied upon - "He never even
gives his own Solicitor all the
facts in the case" - "He is not
to be trusted" & More of the same
purport.

I am preparing some papers
for your perusal which will
confirm all that I have ever
said to you - and show you that
my action has been wholly for
the good of your Enterprise.

I heard that Gourauds had
Concern after the Grass was
about the Foreign Countries -
Especially Australia - & that he
immediately telegraphed you
to know if you were going to
confirm the transfer of these
Countries to him on the same
basis as England - He made two

The Edison Telephone Company of London, Limited.
Aldershot House Chambers,
Riverside Bldg.

11, Queen Victoria Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

£15 & charges of ^{London} Johnson & Co. Patent Agent - a pretext for the message to you - You need not be bought quite so cheap as that - now =
Yesterday he got a letter from you saying that you had disposed of Australia because you had not heard definitely from him - He is now in a funk. as to what to do. The Colonies clipping away from him and his grip on England loosening - Yet he is conscious of having acted so badly in these transactions that he dare not even appeal to his own Lawyer -

Now my Dear Boy if at this juncture you would only send a telegram to him & to the Company expressing your determination to have

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messrs. House Chambers,
Rooms 2713, 11, Queen Victoria Street, E.C.

Your wishes respected. ^{London} He would
weaken & the thing would
go through O.K. - but you do
not reply to cables, so I have
stopped sending -
Parliament will dissolve in
3 weeks. Bouverie is running
for the new Parliament which
meets in May - meantime it
is as certain as death that
everybody will be so engrossed
in the general election that
the telephone will receive no
attention whatever - so anything
which is to be done must be done
in the next 3 weeks. If you do
not compel action by that time
you will regret it - as the whole
thing will fall into the hands
of the only man who will then be
at leisure to hatch his scheme.
Yours sincerely
Edmund J. Wharman



London Mary, 80
E. Johnson
Waco

John

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London, Limited,
Messrs. House Chambers,
Rouge No. 113.

11, Queen Victoria Street, E.C.
London. March 9th 1880

Charles Batchelor Esq;
Minto Park
N. I.

My dear Mr. Batchelor,

I am greatly obliged and interested
by your letter just to hand.

With regard to the Greece
matter, I enclose copy of correspondence that
you may perhaps care to read, as he comes
down his gun tree in a very can-like manner.

The principal statement
in these parts now is the conduct of Gouraud
and the Company in re to the contemplated
alterations in the agreement. Two remarks
occur to me. Firstly, Mr. Edison is to be
congratulated on having a high minded and
honourable, no less than, our exceptionally able
man in the field - in E. H. Johnson; & secondly
Mr. Bourcier & the Company have Mr. Edison's
real interests more at heart than Mr. Edison's
nominal representation. I think Gouraud is
behaving disloyally, & is thinking much more

of himself than of his principal. I should
bitterly deplore Mr Edison's name being
dragged in the mud of our London Stock
Exchange: if Mr Bowrie & his colleagues
are hunted out by Gouraud why, please
not a single shareholder would remain
in the concern. As it is the identification
of Mr Edison's great name with men of
the moral stamp of Mr Bowrie, is of great
value, and is a silent reproof to those who
allege that Mr E. is a stockjobber.

I hope you will forgive me
for writing thus frankly. I shall always
be glad to do so, & the pleasure of a few
lines from you, will always be promptly
acknowledged.

Our operations in England
diminish day by day the ratio of difference
between the Bell Company and ourselves.
While this is the tendency, you may imagine
that amalgamation is not the first object
we have in view, although amalgamation
is inevitable, & in my humble opinion.

I hope I shall have the
pleasure of welcoming you
to England some day soon.

Believe me,

Yours very truly

Wm. M. M. M.

T. A. EDISON.

3

Menlo Park, N. J.,

March 9 1880

Thomas

London

Cabled him not

change status without consultation

9 Menlo Park

12 28 8 Hs

1880

March 10. 1880
4:54 P.M.

Edison Menlo Park

Cablegram following only desire
Bouvier's views be promptly met

Thomas

10 paid
London

The Edison Telephone Company of London, Limited.
Marston House Chambers,
Rooms 12/113.

MANAGER & SECRETARY.
ARNOLD WHITE.

11, Duncannon Street, E.C.4.
N.W. 1888.

My Dear Edison

You are not quite "stiff" enough. a little assertion of your individuality just now, would carry the day - You and is in a hole and he knows it. his acts will not bear the scrutiny of the daylight which he knows will be thrown upon them if he quarrels with you. Ergo he won't quarrel. But he will play the game of injured innocence. If you show an inclination to way - You have him absolutely in your power. He wants to build himself up at your expense & has launched out boldly on the strength of his connection with you - threaten that connection and you have him. I enclose a correspondence which explains itself. You will see that I sent him a copy of your letter to me. I did so by advice - He thereupon

The Edison Telephone Company of London Limited.

Messrs. Messrs. Charles
Rooke & Co.

11, Queen Victoria Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

Writes to Bouverie - ~~Refers~~ ^{Refers} to his
Contracts with you - Bouverie
replies that what contracts he
may have with you is of no consequence
to the Company - that the Company
only recognize you - therefore they
have a perfect right to treat with
you, if they please so to do. Now
the conclusion is - Have you
abrogated all your powers & yourself
- If not you can close the matter
with the Company - If you have
then use your influence to
force him into a subjective
position. If you can do neither
you must look for an even
worse basis of Amalgamation
here than in America or France
(By the way I hear that the French
Amalgamation is busted - Is it so?)
for the London people will cease
to take any interest in the thing
* Only the money grubbers will
influence affairs.

The Edison Telephone Company of London, Limited.
Messrs. House Chambers,
Rococo Street,
11, Queen Victoria Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

London.

3 It is now morally certain that the Gladstone regime is coming into power in May - Bouverie is standing for Parliament again for the express purpose of going into the Gladstone Cabinet in which he has been invited to take a seat in case of the success of the Liberals - The Edison Telephone will then have for its Chairman a Member of the Government - a Cabinet Minister - The Post Master General will - if not kicked out - certainly be coerced into kicking out the present Post Office Crow - Your time will then have arrived - With Bouverie Chairman of the Edison Co. - and a Cabinet Minister Edison will have a champion in high places which the small fry will be bound to respect. Shut one eye - & stop your thumb in the other and you will still

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited
Mansion House Chambers,
Rocina Street,
St. James's Palace, London, W.C.

He able to see that this programme
don't suit you and - who would
die of Envy to see any other than
he looked to by the Public as
Edison's Champion - He will sacrifice
Everything rather than do this -
there is the secret of his hostility
to Bourne.

Stop all your five senses by an
Overdose of Sawyer Morton Bullshit
et al and you will still be able
to summon sufficient Automatic
Muscular Contraction to become
Conscious of the fact that your
fame name glory power money
or ought else worth the having is
to be won & preserved under the
Banner of the R.R. Hon. (bona fide)
& lost under that of the "Duke of
Norwood" (Self appointed)

Bourne is known & respected
Everywhere - the gentlemen composing
the London Co - the Manchester Co.,
The Liverpool Co. & the Glasgow Co.

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messrs. House Chambers,
Rounds R.C.D.

11, Queen Victoria Street, E.C.

London.

18.

As well as those who compose
The Companies Opposed to us
one & all respect his honesty
& his business judgment -
On the other hand ~~few~~ ^{and} ~~none~~ ^{and} none respect the "Duke"
= I am just summoned to court
- The case against the Robertson
people is to be called in a few
minutes. "Now Comes the Tag of
War" - If this letter is a little
too brilliant for ordinary purposes
bear with it - as it is written
under the inspiration & by the light
of Edison's Electric Light - Spiders ride
today Electricians

Yours Truly
E. H. Wharney

Mich 12th /86

The Edison Telephone Company of London, Limited.

Telegraphic House Chambers,
Rue de la Paix, 113.

11, Queen Victoria Street, S.E.

London. 18

MANAGER & SECRETARY,
ARNOLD WHITE.

May 1891

Will still they come -

I am advised (strange how I learn
these things so promptly, eh) - that
a cable has just been recd from
you - deprecating the too strict
construction of the 5th clause -

All right - so much the better - I
will now say to Bouverie that
as you have conceded their
construction of this 5th clause
they must concede theirs in
turn in consideration of your
waiving the "Reversionary
Good Will clause"

So send your cable as soon
as you receive this.

Yours
J. H. Johnson

My dear Edison -

I will send off your
Cable to. Paleston - I.

Enclose me just recs from
Gourent, and shall be
glad to send a reply
if you wish to send one.

Hope you are ok.

Yours
Mark

No. 1.

25,000. 5-8-2.

(Service Message Form.)

The Direct United States Cable Company, Limited,
 NEW YORK STATION, March 10th 1897

Recd. from _____ Sent or
 Time _____ M. Time _____
 Clerk _____ Clerk _____
 Prefix _____ of Message _____ No. of Words _____
 From _____ To _____

London Edison
 Johnson accuses negotiations
 ignoring me, giving
 as authority your
 letter to him
 of January 28th
 so this your
 intention? if not
 you must cable
 guelphese as I
 have twice requested
 or expose me
 to contempt I

No. 4.

25,000. 5-8-2.

(Service Message Form.)

The Direct United States Cable Company, Limited.

NEW YORK STATION, 187

Recd. from _____ Sent or
 Time _____ M. Time _____
 Clerk _____ Clerk _____
 Prefix _____ of Message _____ No. of Words _____
 From _____ To _____

am anxious to
 follow your wishes
 when expressed, but
 must insist that
 negotiations be left
 to me
 G. Tourand
 (Signature)

March 10, 1889
Gorham to Edison
& Edison reply

Gorham

There has been no negotiations
Phos merely asked ^{me} ~~that~~
~~opinion~~ if certain
propositions were made
if ^{they} ~~they~~ would be acceptable
I replied that they were ^{not} but
they must see you also as I
would do you no injustice
Edison

Cable Mch 11, 80
1223

Edison Menlo Park

Explain meaning Chalk
shall I pay Johnsons
Change Australian patents
Gouraud

14 London



THE SCHOOL OF
Submarine & Military Telegraphy
Technical Instruction Company
4, George St., Haymarket Square,
London, W.

11th March 1880

Dear Sir,

As recommended
by you we have applied
to Mr Arnold to take care
for a set of your land-
speaking telephones and
in reply he states that
the Company are not willing
to part with their instru-
ments but we could
have them on loan for

£2 per annum - the
usual charge to subscribers
for message purposes
but as we only require

them for instruction
purposes think this
searcely a fair charge.

Hitherto we have
not experienced the
slightest difficulty in
obtaining English and all
other instruments which
we have purchased for
and are now using
Ex Wm Thomson's, Cromwell
Varleys and Mr Charles

Wheatstone's apparatus
but, through some short-
sighted policy, have to the
present failed to obtain
your instruments here.

Feeling sure that
this can only be the
result of some misunder-
-standing and cannot ac-
know be in accordance
with your well known
spirit or desire, we
again address you on
the subject and should

be glad if you would
kindly supply us with
a pair. We have all
other systems & of course,
thoroughly understand the
construction & connections
of your "wire" - having
diagrams of same - but
should prefer the actual
instruments if we could
obtain them. Of course,
it is needless for me to
point out (what must be
perfectly obvious) the great
advantage to inventors of having
their instruments thoroughly under-
-stood by those who will be taking
some of the leading positions in
telegraph work. Yours faithfully

J. A. Edison Esq;

W. S. Loxes

No 1

March 12 1880

Wentworth London

Only desire Bouvier's
Views be promptly met

Wentworth London

10²⁴
9/110

The Direct United States Cable Company, Limited.

NEW YORK STATION, March 12th 1890.

Recd. | _____ Sent or
from | _____ handed to |
Time | _____ M. | Time | _____
Clerk | _____ Clerk | _____
Prefix | _____ No. of Message | _____ No. of Words | _____
From | _____ To | _____

London To Chicago
Then cable Bouvierie
He must negotiate
Exclusively with me,
and cable me
that you have
done so - Johnson
use your letter
and your cable
question, approving certain
propositions unknown to
me, have been
construed into your

No. 4.
(Service Message Form.)

20,000. 5-8-3.

The Direct United States Cable Company, Limited.

NEW YORK STATION, 187

Recd. | _____ Sent or
from | _____ handed to |
Time | _____ M. | Time | _____
Clerk | _____ Clerk | _____
Prefix | _____ No. of Message | _____ No. of Words | _____
From | _____ To | _____

honoring me, meantime
negotiations suspended situation
critical so act
promptly. I consent
to Bouvierie's view
generally but they
involve many important
details which can
safely and ought
to be left
to me -
Gouraud -

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Manxton House Chambers,
Rena Street.

11, Queen Victoria Street, E.C.

London, Mar 13 1888

My Mr Edison
What do you think of
these? Carrying out your
Suggestion -

We have just recd an order
of the Court to Compel the
Silverton people to answer
our writ - served upon them
to stop them from delivering
the Blake Transmitters they
are making for the Bell Co
It is the first step in the injunction
proceeding. I am pushing this
fight for all it is worth. General
never lifts a finger to aid it.
The Co. bear the whole burden

Ed. J.

WIRE MESSAGE.
"EDMUND, LONDON."

S.S. "Adriatic"

6, Lombard Street, E.C.
London, Mar 15th 1880.

T. A. Edison Esq.

Menlo Park.

New Jersey.

My dear Edison

With reference to your registered cable address "Menlo Park, New Jersey" the Cable Company inform me that they must have a proper name in the address, therefore "Menlo Park, New Jersey" will not serve. I would consequently suggest your registering, "^{Carbon} Edison", "Menlo Park". I shall take it for granted that you will register this address upon the receipt of this letter, and therefore after about that date I shall cable you under that style.

You should continue to cable ^{me} from "Menlo Park, London" as my cipher cable.

Yours truly,
Edmund

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Horseman House Chambers,
Riverside Buildings,
11, Queens Victoria Road, E.C.

London, March 15th 1880

My Dr. Batch. - Not yours saying
Edison concluded to reply to my
Letter "Bouvenie Shows Bonis
Approved" - Thinking the Telephone
might "safely be left in such hands"
It reads rather strangely however
today in view of Gervaud's assertion
that he has telegrams from Mr
Edison disavowing my action &c &c
- He is charging me with "dishonourable
action" - "Misrepresenting Edison" &c &c
Now if Edison is going to be hood-
winked by Gervaud (who obtains the
free use of the cable in Edison's
name for the present) - he is going
to show himself unequal to the
occasion - Bouvenie & Everyman
of his associates - Will endorse
Every action of mine - Not one of
the Co. or of Gervaud's personal
friends will endorse his - &
Can refute Every charge he

The Edison Telephone Company of London, Limited.
Incorporated in the United States of America.
11, Queen Victoria Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

May make - He can't ^{London} deny one
of mine - or if he does I can
obtain a multiplicity of Evidence
on Signatures worth 100 a do
of his. I have done nothing
except with the single purpose
of advancing Edison's interests
& that of the Telephone - and that
too at a considerable sacrifice
of my own. If Edison goes back on
me - he must explain to Browne,
if he denies having agreed with
me, that an understanding between
himself & the Co. - was to be had by
me - & I would then be asked to
carry out the details, & if Case
he (Co.) declines - pressure was to
be brought to bear on him to compel
his acquiescence - then I am
undone by Edison himself & the
thing will go to Hell very fast.
I have put Edison in an enviable
position - I would not have brought

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Mansion House Chambers,
Rivers Street, E.C.4.

11, Queen Victoria Road, E.C.3.

3 Him into disrepute - I seek to
still further Elevate him & his -
& Gouard seeks to annihilate
him & Elevate his own person
instead; & yet on the first cry on
Edison's Gouard Edison telegraphs
him disowning me.

Either I have shown these gentlemen
Edison's mind - or I haven't -
I say I have - & they believe it -
Gouard says I haven't - & Edison
Endorses what he says -

This is the present status:
As soon as I can get hold of the
exact correspondence which has
passed between G & Edison I am
going to draw up a statement to
the precise course I have pursued
& get every man in the Company
to endorse it - I shall send letters
to Edison endorsing my whole
course & work since I have
been in England - It is humiliating

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Messrs. Messrs. Chambers,
11, Queen Victoria Street, E.C.

To have to do this for Edison
Conviction, but rather that than
to allow this infamous liar
& Charlatan to gain an easy
victory over me - By the bye
I can introduce you to a score
of men with whom G. has had
business dealings who will
apply the above Epithets to
him - the last is Porish who
left me but 10 minutes ago
& who thus styled him -

Photo's not yet to hand. as soon
as they come will send you
money - What about the group

Yours Truly
Ed. Johnson

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messrs. House Chambers,
Room 213.

11, Queen Victoria Road, E.C.4.
London. 15th March 80

Charles Batchelor Esq,
Mentor Park
U.S.A.

Dear Mr. Batchelor,

I take the liberty, in view of the kind letter I had from you a few days since, of communicating to you my views of the situation that has developed between Col. Gouraud and the Company. Under ordinary circumstances I should have not expressed any opinion on a matter which might be left under ordinary circumstances to take care of itself. But as Col. Gouraud has, I understand, roundly charged Johnson with dishonourable conduct, anything Johnson may say is almost necessarily coloured with some personal feeling against the man who has made such an accusation. The question has boiled down to this. Gouraud and Johnson cannot

2

both remain in the Company. From the Company's point of view there is no question as to which of them they will see slide. Johnson is necessary to us in the patent question. He has the skins of this tangled question in his hands. His conduct from first to last has not only been that of a straightforward highminded honorable man, but that of an able efficient servant of the Company. Contrasted with this we have a man whose relations with the other members of the Board are now almost strained to breaking. His language his aims and his whole tone are such that as to no distant period the present Board must break up. & I ~~think~~ ^{trust} I may say I speak in this matter without bias, & feel that I write more intensely than anything on earth to see, & assist in making the Edison telephone a success. I can see no way out of this dilemma than by removing Col. Graham from power in the Company. There is no need that Mr. Edison should injure him.

2

financially, but if ~~the~~ thing is to go, he must go.

I think I may claim to know more of the constitution of the League than Leonard. I found the money to start it, worked for months in the organization of what is going to bring Mr. Edison in on at least \$250,000. I understand that Leonard told Mr. Edison that he found the money. It is a detail, but Col. Leonard did no such thing. He left too much to the ^{amount which is being} ~~of course~~ I am writing you as frankly as though we had met: & I need not say that the subject of this letter is private.

Johnson is very sore, & I hope that you will back him up right square through.

Yours truly
M. C. White

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Manchester House Chambers,
Riverside 12/13.

11, Duncannon, Street, E.C.
London, W.C. 18. 1888

My Dear Edison Enclosed explains
itself - You will observe who it
is that holds this man Preece in
check. These little stains indicate
where your interest lies.

Preece has cunningly worded his
retraction - doubtless with the view
of hereafter referring to this correspond-
ence as an admission on
our part that we do not consider
our Transmitter a "form of Microphone"
But I am ready for him there - my
reply will be that "Our Transmitter
being originally a Microphone we
could not "abandon it" for "a form
of Microphone Transmitter". Of course
I always maintain that there is
no such thing as a Microphone
that is in any form the apparatus
is simply a Transmitter of vibrations.
Either Aerial or Mechanical

Yours
Ed. Johnson

Copy

Offices of the Edison Telephone Company of
London Limited

11 Queen Victoria Street
London E.C. Feb 10th 1880

W. H. Preece Esq
President of
The Society of Telegraphic Engineers
Sir

My attention has been drawn to some remarks you are reported to have made in the course of your inaugural address delivered before the Society of Telegraphic Engineers, on the subject of Mr Edison's Carbon Transmitter.

These remarks, which are published in the "Telegraphic Journal" of 1st February also in "The Times" and "Standard" of January 29th are of a nature which may be considered damaging to the interests of this Company.

If you are not correctly reported I must request you to give me authority to say so. But if you are, your statement that Mr Edison has laid aside his peculiar form of transmitter, is so entirely without foundation, that I have to request, that you will correct with equal publicity, the statement in question.

Since the Edison Transmitter now used by this Company, is identical with that invented by Mr Edison two years ago, it is clear that if the former is a mere form of Microphone this was equally true of the Transmitter which I believe that Mr Edison

sent to England in March 1878.

I am, Sir,
Your Obedient servant
(sgd) Amos White

General Post Office
12 Feb: 80

Dear Sir,

I beg to acknowledge the receipt of your letter of the 10th inst referring to my inaugural address at the Society of Telegraph Engineers in which I referred to Mr Edison's Carbon Transmitted.

If it is, as you say [that Mr Edison has not laid aside his peculiar form of Transmitted I will at once bring the matter before the Society but my recollection of the instrument he sent over does not at all agree with what you say]

I should be ~~very~~ sorry [to allow any statement to go forward which is inaccurate and I am therefore quite open to correction and quite ready to withdraw the referenced affecting Mr Edison should it be untrue]

Could Mr Johnson call upon me with one of the original forms and compare it with the form we have?

[Our received at the G.P.O. is out of order and we want someone to put it right.]

Yours faithfully
(sgd) W H Creed

Amos White Esq

London &c.

Feb 18th 1880

W. H. Preece Esq
General Post Office

Sir,

I beg leave to acknowledge your letter of the 12th saying "should it be that Mr Edison has not laid aside his peculiar form of Transmitted I will at once bring the matter before the Society, but my recollection of the instrument he sent over does not at all agree with what you say." You further say that ^{you} "should be sorry to allow any statement to go forward which is inaccurate, and I am therefore quite open to conviction and quite ready to withdraw the reference affecting Mr Edison should it be untrue."

I am obliged to you for these assurances. I think any careful examination by yourself of the Carbon Transmitted at the Office of this Company must easily satisfy a gentleman of your professional skill and knowledge of electrical science, that its operation is exactly on the same principle, and is of greater or less perfection of contact and is scientifically the same as those instruments which were placed in your hands in an early stage of the progress of Mr Edison's invention by Mr Edison himself. I presume those instruments are still in your possession. I shall be happy to make an early appointment for you with Mr Johnson,

to enable you to again to examine
Mr Edison's Button Transmitter at this
Office in order to give you this satisfaction.

It must be obvious, that if you had
unintentionally done Mr Edison a public
injustice in this respect he can fairly
claim an early rectification of the error
into which you have been led. This
greater your public reputation and
authority in these matters the greater the
injury done to Mr Edison's fame by any
erroneous statement affecting his invention.

I am,

Sir,

Your Obedient Servant
(sig) Arnold White

General Post Office
24 Feb 1880

Dear Sir

In the proof of my address which is not yet issued I proposed to alter the sentence you objected to in the following way.

"In fact [Professor Graham Bell, Mr. Elisha Gray and most of those who have been working in this field have laid aside their own particular form of transmission and have adopted one which is a mere form of Microphone."

I do not want to be led into any expression of opinion as to the principle involved in the working of the Microphone.

I trust the above alteration will meet with your views.

I am, dear Sir,

Yours faithfully
W H Preece

Amos White Esq

11 Queen Victoria Street
London Feb 25 1880

W H Preece Esq
General Post Office
Maritime Bureau

Sir

I have to thank you for your letter of the 24 instant, in which you set forth an alteration you proposed to make in the revised proof of your address.

I regret that the proposed change

m

in the form of the paragraphs in question between us does not appear to meet adequately the requirements of the case. You propose to substitute for a distinct categorical statement, which can readily be demonstrated to be without foundation, another statement from which the very allegation complained of would seem to follow. You propose to say that "Prof. G. Bell, Mr. Elisha Gray, and most of those who have been working in this field, have laid aside their own particular form of transmission and have adopted one which is a mere form of Microphone."

As Mr. Edison is certainly a prominent worker in the field of telephonic science, the natural inference from the above sentence must be that he is among those working in this field who have laid aside their own particular forms of transmission.

It follows that the statement of which I complained as inaccurate is thus indirectly implied instead of being positively asserted.

As your statement appeared in the "Times" and other daily papers, it cannot be considered as an adequate reparation for it that the correction of your error should be restricted to journals circulating only among scientific men.

The statement in question has, no doubt unintentionally on your part, inflicted an injury upon this Company, which represents Mr. Edison here, and without

6
asking you to express your opinion
as to the principle involved in the
Microphone, I must beg, on their part,
that you will without delay withdraw
your statement as to Mr. Edison and his
Carbon Transmitter as publicly as it
was made, or give me at once authority
to do so.

I am,

Sir,

Your Obedient Servant
(signed)

The ordinary general meeting of this Society was held on Wednesday February 25th 1880 W. K. Preced, President in the chair. The Minutes of the last general meeting having been read and confirmed, the President rose and stated that he wished to correct a statement made by him in his inaugural address, viz., that microphonic telephonic transmitters had superseded those of other forms in certain of the telephonic systems now in operation. He wished to say that this was not the case with Edison's system, the transmitter employed by that gentleman being very slightly different from that originally employed by him. The President's statement in his address should, therefore, not apply to Edison's system.

I certify that the above is a true extract from "The Telegraphic Journal" dated March 1st 1880

L. J.

Amelia White
 Manager Secretary
 Edison Telephone Company of London Limited

KIRKES & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messrs. House Chambers,
Room 1213.

11, Doughty Street, E.C. 4.

March 19th 1888

My Dear Batchelor
Young Powers - Your own Nephew
goes out by this mail. He will
probably visit Meads Park
- If he does - Pump him all you
please - but be careful what
you say to him - He is a good
natured free & easy sort of
an American - Will Sam's his
uncle as quick as anybody - but
it has just occurred to me that
his going out may offer Your own
an opportunity to filch a little
private information from your
fellows: So keep your eyes & ears
open & your mouths shut -
Your own has completely turned
round - he is now talking every-
body that he is going to accept
the proposition - that it is a
splendid bargain - that he
never meant to do otherwise
&c &c - In short Edison's

The Edison Telephone Company of London Limited.
Messrs. House Chambers, 11, Devon Victoria Street, E.C.

MANAGER & SECRETARY.
ARNOLD WHITE.

2nd last Cable - telling Edison to work
along smoothly & to accept the
terms as best for the interests
of both - was just the one
thing needful to show him that
Edison's mind was made up -
having therefore accepted the
inevitable he is now bending
all his energies to "make a virtue
of necessity" - I will no doubt
in about 30 days - convince
everybody that it is a great
victory for the celebrated Geo
General - financier - With this
I shall not quarrel - as you
& the Co. all know who has
engineered this thing against
his most bitter hostility - He
however couples - with every
allusion to the satisfactory
terms obtained - the remark
that "Edison never intended
Johnson to make the use he
did of the letter he gave him"

The Edison Telephone Company of London, Limited.
Ariston House Chambers,
Rooms 2 & 3, 11, Queen Victoria Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

3 Now if Edison did ^{not} intend ¹⁸
me to use that letter with Mr
Bouvenie for the purpose of
showing him that he (Edison)
did not approve of Gorseaud's
grasping policy - & was willing
to accept terms which would
make a unit of the Co. & put
it in such condition financially
as to enable it to raise capital &
honestly - what in hell did he
intend = This at all events was
my intention, was Bouvenie's intention
& was my understanding of Edison's
therefore when Gorseaud charges
me with an abuse of Edison's
trust he must either make good
the charge - take it back - or
show fight = If he chooses the latter
it will be warm work for
him & I can obtain evidence
enough of dirty tricks he has
played to damn him -
commercially & socially in

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Managers House Chambers,
Riverside Buildings.

11, Queen Victoria Street, E.C.

in England - and London will do it.
But this will follow the
consummation of present scheme
and not be allowed to interfere
with them - This is my 1st effort
at negotiating - and I don't mean
to jeopardizing its success by being
too thin skinned - But "after the
Opera is over" - Well we will see =
One thing is certain Edison has
got to face the alternative of
Abdicating in favor of Gouraud,
or nominating a New Director =
The London Company will not
accept him in the reorganization
= The New Co. proposed in case
of amalgamation - will not accept
him - And it is morally certain
that no amalgamation scheme
can be put through if he is
allowed to have any say =
Therefore Edison will be asked
very shortly whether he will
nominate a new Director =

The Edison Telephone Company of London, Limited.
Hanson House Chambers,
11, Queen Victoria Street, E.C. 4.

MANAGER & SECRETARY,
ARNOLD WHITE.

5th London 18--
He must be prepared to say
yes - & say it as though he meant
it. You and has not written Edison
up to date for the reason that he
cannot decide what to say - He
has started 2 or 3 letters &
destroyed them - He is compelled
by his whole course of action
to make up a story - He dare
not tell the whole truth - He
is in the dark as to how much
Edison already knows - He therefore
hesitates - I'll give 5 £ & see
the letter he finally writes - If
indeed he ever attempts it at
all =
Moore of Glasgow goes out 4th
3rd & I'm going to give him
a letter to both you & Edison
& I want you to receive him
well - Invite him to stay all
night - Show him the light
& generally greet him as

MANAGER & SECRETARY,
ARNOLD WHITE.

The Glasgow Telephone Company of London, Limited,
Messrs. House Chambers,
Room 12/13, 11, Queen Victoria Street, E.C.

London 18
"Hail fellow Well Met" Then I went
on Feb. E. G. generally but
with reference to the Organization
of the Glasgow Co. in particular =
tell him what your contract
with Goussard - is in re. to the
Expenses Each were to pay - ie
that you perfect the Inst. - & I
pay exp. of Organization -
draw him out as to what
Goussard agreed to pay him
to organize the Glasgow Co. -
- why he was so anxious to
have it done &c &c =
You will learn something to
your advantage - & to Goussard's
disadvantage ?
I enclose a copy of a notice
I sent today - calling for a
Meeting of the Glasgow Co. to
consider the matter of uniting
with the London Co. - This
was the hardest point I had
to carry - as it involved the

The Edison Telephone Company of London, Limited,
Marine House Chambers,
11, Queen Victoria Street, E.C.

MANAGER & SECRETARY.
ARNOLD WHITE.

Noting on of the ^{London Co's} ~~Edison Co's~~ 18...
obligations to you & a very
heavy dead weight - the Glasgow
Co - never having done anything
- Of course this meeting will
end in endorsing the plan
then it only remains for you
to execute promptly the new
Contract with the London Co -
Yourself has been served
with a copy of the new Contract
- Has been advised by his Lawyer
to ~~not~~ accept it graciously - and
has consented to do so - It is however
now in his hands for some
"slight alterations of detail" -
which may or may not mean
the imposition of some unpractical
conditions =

Tell the Old man I pulled all
the wires I held - to effect this
result & say that if any of
them have wrought a wrong
true, or produced discom

The Edison Telephone Company of London Limited,
Managers of the London District.
Room 213.

11, Queen Victoria Street, E.C.

London.

18

8
~~that~~ He must simply cut them
loose & listen only to the
Harmonious whole. I carried
two many times for George Edward
He kicked, Lied, swore, &
fumed. But I have kept my
temper - & have earned the
Economics of much better &
more honorable men than
he ever was or will be -
I had hoped to avoid a quarrel
with any one while in England
& I've steered clear of a good
many of them but this was
inevitable & made absolutely
necessary by the alternatives
of the failure or success
of the E T Co of England

I shall want you to thank you
for your Considerate attention
to my application - He
will be the right man for Ed
when he is ready - By Bye Ed & I

MANAGER & SECRETARY.
ARNOLD WHITE.

March 30 1880

5-14 PM.

Edison

Menlo Park N.J.

Where are motors

Quarphone
via London

Spaid

Quarphone London

Motors Shipped

✓
CABLE ADDRESS.
"GUTHRIE, LONDON."

6, Lombard Street, E.C.
London, E.C. 4. ¹³Mothers &

Thos. A. Edison, Esq.
Wentworth Park N.J.
New York Edison

London Telephone Co.

You can imagine I was a good deal startled when in the midst of my negotiations with Mr. Bowditch I was made aware that without my knowledge certain communications had been made to you and that you had already assented to the modifications in the Agreement which Mr. Bowditch was asking. It was not until I called you concerning Mr. Johnson's use of your letter of 22nd January that I was aware of the existence of that letter or the use Mr. Johnson had made of it. Your cables have satisfied me that you could not have intended Mr. Johnson to use the letter as he did.

As to the proposed modifications I had already assented to them in the main. I should not however have consented to so important concessions on your behalf without first consulting you but as your telegrams make it clear that you are anxious that the

concessions should be made, I have
 given my consent to the general principle,
 and the documents are now being drawn.
 The day after tomorrow, and they will no
 doubt be settled in detail and the
 arrangements will be consummated.
 The delay in getting instruments and
 the consequent extent to which the
 Bell Company have been able to occupy
 the field ^{with all the 10,000 shares that I have} have satisfied me after long
 continued troublesome and expensive
 negotiations to the end of forming
 District Companies that that scheme
 were better abandoned provided the
 London Company put itself on sufficiently
 strong basis to do the whole business.
 I think all things considered the
 new arrangement will be to our interest
 as I have made it obligatory upon the
 London Company to amalgamate with
 the Glasgow Coy (this insuring us from
 all complications with that company)
 the London Coy to guarantee the payment
 of the £5000 now due from the Glasgow Coy
 and to pay us besides another & further
 £10,000 - with such a guarantee as an
 aggregate of £30,000 we may rest assured

that for self preservation a liberal policy
will be exercised in the defence of the
patents.

I should have preferred that the
£10000 proposed to be paid by the London
Company were paid at the execution of
the Agreement and might easily have accom-
plished that but for its being understood
that you had assented to the deferred payment.
I shall however endeavour to have
notes given for these payments upon the
execution of the Agreement which will
enable us to settle the whole thing up.

There is no doubt whatever that the
Bank Company have been able to extend more
rapidly than we very largely on account
of their form of Reserve having advantages
over ours. The tenderness of which also does not
seem to counterbalance the ~~disadvantage~~ public
the disadvantages of turning the banks.
I shall continue to look with interest
for some modification of this however.

Yours very truly
J. H. Thompson

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Managers of the Telephone.
Rooms 21 & 22.

11, Queen Victoria Street, E.C.
London, Mch 22^d 1889.

My Dr Edison

Gouard has written you stating
that he had made certain propositions
to Rouvier which were in the
main the same as those submitted
to you by me & subsequently agreed
upon, and that negotiations looking
to their early acceptance by B.
were well under way when I
stopped in & interfered with them
x x x = Every word of which
is a damned lie from beginning
to end. He had not only not submitted
anything - but had fool fooled even
suggestion looking to the unification
of the whole country - He was then
sent on forming a separate Co
- putting the stock on the stock exchange
& going in for a speculation generally.
I think I wrote you at the time
that when the "Rouvier Phases" were
submitted to him, he took it
up with the remarks "propositions
absolutely impossible x x x"

The Edison Telephone Company of London Limited.
Messrs. Messrs. Messrs. Messrs.
Messrs. Messrs. Messrs. Messrs.
Messrs. Messrs. Messrs. Messrs.

MANAGER & SECRETARY.
ARNOLD WHITE.

11, Dawson Victoria Street, E.C.

2. Bouverie himself ^{London} ¹⁸ confirm
this if need be. I also heard
him say at a Board meeting
that he had the money tendered
to him for organizing a separate
Co. & he could therefore in justice
you not consider any such
terms as were proposed. The next
day he told me himself that
he did not believe that he
could raise another 1000£
outside of the London Co.
What use have you for such
a liar as that? In fact his
whole character is best defined
by the word "Protestant". He thinks
he is doing a brilliant thing when
he tells a downright lie about
what he can do with others in
order to extort terms from the
people with whom he is bargaining.
His whole action has been
that of a man who had no
faith in the future of the thing

The Edison Telephone Company of London Limited,
Messieurs House Chambers,
Room 2013.

MANAGER & SECRETARY,
ARNOLD WHITE.

11, Queen Victoria Street, E.C.

3/ and was bent on getting all
the blood there was in it at
one squeeze - not caring a damn
whether he left it strangled or
not.

As for your future royalties you
are far more likely to get them
if the thing is made a unit &
financially strong, than if you
subdivided it into a 12 or
weak companies.

Of course in case of amalgamation
the advance Royalties paid & to be
paid you, will be written off
& your half interest in the Profits
will be recognised as entitling
you to a half of the Profits from
Amalgamation - that is to say
you will get half of that sum
which is left after what has been
expended for Royalties, & what
has been paid back to the
~~share~~ shareholders - of course
our aim is to get as much as

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Aldersgate House Chambers,
11, Queen Victoria Street, E.C.

4 possible so that ^{London} ¹⁸ the surplus over expenditure may be a good dividend.
But in addition to this I have agreed with Bouvier that you must have a Royalty on Every Carbon Telephone used - no matter what model. I have done this for two reasons - 1. to obtain an acknowledgment of your right of discovery of the Carbon Principle & 2. To secure a future income for you from the telephone in Eng.
I have conceded to Bell the same thing viz: that he shall have a Royalty on every Magneto Receiver used. No one else is to be recognized = these two points have already been agreed upon by both sides. & they may be considered as out of the way = The only sticking point now, is the usual one of the respective interests to

The Edison Telephone Company of London Limited.
Managers House Chambers,
Rome No. 113, 11, Devereux Victoria Street, E.C. 4.

MANAGER & SECRETARY.
ARNOLD WHITE.

5. He represented in ~~the~~ ^{the} new Board
we stick out for the Chairmanship
& they do for the same - a plan
of compromise is being drawn
up - I will have it in a day
or two - When I will submit
the whole basis of amalgamation
to you. It will then come off or
fail - by your own decision
Invernie & his associates are
prepared to take either decision
in perfect good temper - they
don't care a "tuppence" which
Way you decide =

My own opinion is that if
we could only get yourself
out of the way - reorganizing
on a large scale - get in plenty
of capital - so as to fight fire
with fire - declare amalgamation
off. & go in for a vigorous
campaign we can soon
outstep them - Beside having
always in view the probable

The Edison Telephone Company of London Limited.
Messrs. Messrs. Chambers,
Room 113.

11, Queen Victoria Street, E.C.

MANAGER & SECRETARY.
ARNOLD WHITE.

6 in position against ⁽¹⁾the Carbon
Telephones. Then instead of
being dictated to by them we
should be the Dictator. Both
Waterhouse & Bouvier are quite
prepared to take this view also.
But there are two drawbacks.
1st Ground = 2nd The want of
a receiver by which facility
is afforded for writing down
the telephonic messages -
The 1st I have undertaken to
show you is a legitimate cause
of complaint, which can only
be removed by you -
The 2nd = I have undertaken
to remove myself. I have met
with considerable success - I
hope to have an instrument in
a day or two which will solve
the problem. If I do it will
go a long way towards ⁽²⁾stiffening
the back bones of everybody.
The fact is - we lose a great

*The Edison Telephone Company of London, Limited,
Marion House Chambers,
Rooms 8 & 9, 11, D. V. B. B.*

MANAGER & SECRETARY.
ARNOLD WHITE.

11, Queen Victoria Street, E.C.4.

Many Orders - ^{London} ^{on the} ¹⁸⁸
this crack - ^{It} must therefore
be recognized as a defect no
matter what we may ourselves
think =

Bouverie is down in the country fighting a County for Parliament. Not much can be done until his return - as soon as he does however - Ashin will be quick sharp & to the point - You must look for another instalment of Cablegrams - as Grosvenor has only been temporized with - not supplied.

Yours Truly

S. Johnson

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Mar 24, 80

Cable

A. M.

Wentworth London

Have you closed with
Bouvier's new basis
Edison

Mar 24, 80

Cable

Phonograph London

Has Gurnaud closed with
Bouvier's latter proposition
not arrived

n.p.

Cable

March 24, 80

12:18 PM

Edison

Menlo Park N.J.

Yes also foreign colonial
similar basis separate

Company

Gaurand

12 London
direct

T. A. EDISON,

Menlo Park, N. J.,

✓

March 24/1880

Phonos
London

Toward answers me that he
has closed with ~~Bowman~~

11 Menlo Park
mch 24

5:50 PM
G. G. /

208

Cable

Feb 25, 80

8:46 a.m.

Edison
Mentabank n7

Not closed still haggling
Will cable when agony
over Thomas

P
12 London
#57

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited,
Mansion House Chambers,
11, Queen Victoria Street, E.C.

Room 2123.

London. Nov 25 1880

My Dr Edison

No 553 = ~~2~~ A.H. 157 has
quietly laid down & died - ie
the Carbon suddenly developed
3 weak spots which glowed
for an instant like stars then
went out - I presume some
weakness of the vacuum as
this Carbon has stood many
severe tests than it was
today subjected to ie 2 series of
50 Each - No one was present
When it went out consequently
I have locked it up for return
to you - & shall say nothing about
it - & so avoid useless discussion
The rest are all O.K. The Glass
& clamps are intact.

I have today answered your 2
Cables asking if Gouraud had
closed with Bouverie - by
saying that he had not but
was still haggling - the fact is

The Edison Telephone Company of London, Limited.
Mariners' House Chambers,
Room No. 113. 11 Queen Victoria Street, E.C.

MANAGER & SECRETARY.
ARNOLD WILSON

he answered you ^{London} his intention,
not on the present state of the
thing - The ~~first~~ proposed Contract
was submitted to him a week
ago - and has since been passing
to & fro between his Lawyer & Waterhouse
The various details being altered
& amended from time to time
- when it is finally acceptable
to General, it will be submitted
to the Board - and if satisfactory
to them will no doubt be
forwarded by General to you.
This being the present state
I was not justified in saying to
you that the matter was closed.
Everything is retarded now by
the General Election - but they
are over next week - then as
Everybody will be back in town
things will go ahead with
vigor
Respectfully yours

E. H. Johnson

CHAS. JOSEPH.
"GOURNED, LONDON."

Ld. Germanis
to Lombard Street, E.C.
London 25th Mar 1880

Thos Alva Edison Esq
Wentworth Park N.Y.

My Dear Edison

I have your cable as follows:-

"Have you closed with Rouvené
"new basis"

To which I replied

"Yes. Also foreign an colonial. (German)
basis: separate company"

The further agreement is in the
hands of the lawyers and is understood to
be definitely settled as regards Mr. Rouvené
& myself upon a basis which I understand
you to have approved and desired me to give
assent to

Yours very truly
Ld. Germanis

Cable

Mar 27

Phones

London

Toward Cables positively closed

with ~~Boulevard~~
BOULEVARD

8, April 1

J. C. REIFF.

No. 52 BROADWAY,

New York, March 29 1878

My dear P.A.

I enclose your letter
recd from E.H.I.

It was evidently written after
very careful consideration & it
seems to me, you cannot hesitate
a minute in approving his course
following the line of policy
marked out.

I can only cannot doubt the
absolute faithfulness of you &
[E.H.I.] - nor can you doubt the
unavoidable & necessary
fidelity of mechanical resources
has been the main cause of
the success of the Edison Telephone
in England.

This leaves out of question the very
able pamphlet he wrote which gave
the Edison Company much faith in
their ability to maintain your patent
against Bell, Blake, Gray & all others.
Yours J.C. Reiff.

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messine House Chambers,
Riverside, N.E.

11, Queen's Terrace, Southwark, S.E.
London, W.C. 2, 17880.

My Dear Edison

Isaacs has arrived - and at a very bad time. We are just discussing the question of sending some of the boys back home. Gibson has proven a failure - no go in him. Seymour is too much of a worry to Rose - he can't keep him at work. Brassy never was any good - and along with it all - we are at low ebb in money matters. I am very much in doubt as to whether I can put Isaacs to work at all - and he says he is entirely out of funds. His coming is unfortunate - of course I have pumped him as to E. Light - and learn that you have reached one of your Stone Walls - a sort of Landing place where you take a rest. He says you have lost the art of Carbonizing - just as

The Edison Telephone Company of London, Limited,
Manufacturers of Phonographs, Gramophones, and
Horn Gramophones, 11, Duane Street, London, W.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

2
your did of making Carbon Buttons
and of making Chalk Cylinders
that is there is some factor in
the art which you have not yet
discovered. I get the impression
that you are somewhat tried out
Reading you better take a Holiday
Go West with Mr. Laughlin or
come over here quietly with
Batchelor in May -

Things are at a stand still here
on account of Elections. Everybody
takes a hand here in a general
Election. Consequently business
is dead for a few weeks - the
Elections will however all be
over in a few days then work
will go on. Waterhouse has just
been in and I explained to
him your Queries & my replies
as to whether Gouraud had
closed with Bournerie. He says
the contracts are still in his
hands. but he thinks I may

The Edison Telephone Company of London Limited.
The Edison House, Chancery Lane, London E.C. 4.
N. Queen Victoria Street, E.C. 4.

MANAGER & SECRETARY.
ARNOLD WHITE.

3 say they are practically closed.
As a Board meeting has to be held and Bouverie has to put his sanction to Waterhouse & Gourauds final documents, I do not by any means consider the matter as closed. "There's many a slip re" but I am of the opinion that we will all come to terms. Meanwhile there is nothing to do but wait.

Amalgamation still occupies the minds of both Companies. Our people are afraid of the Law & of the P.O. - We are removing the bug in re to the Grand Court. My experiments in making a Pony Receiver have terminated in an instrument which speaks even louder than the Hand Machine. Your telegram of today saying you have completed a Pony also gives assurance that we have solved this problem.

The Edison Telephone Company of London, Limited,
Messrs. House Chartered,
Room 2012, 11, Queen Victoria Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

4- Things may look ^{very} gloomy¹⁸ when Bourgeois gets back - He is the King Pin of everything - If Amalgamation takes place I shall go out entirely new people will be brought in - I shall then be ready either to come home or to take up E.L. - If that is not ready I will of course come home - My Contract calls upon me to give the Company 3 months notice of my intention to retire. Of course whether Amalgamation takes place or not I shall give this notice (April 14th) - as I want them to decide whether or no they want me any longer - If I can meantime effect the reorganization & either put the Co in good financial condition thereby - or obtain satisfactory Amalgamation terms I shall think my years work has

MANAGER & SECRETARY,
ARNOLD WHITE.

The Eastern Telephone Company of London Limited.
Messrs. House Chambers,
Riverside, 11, Queen Victoria Street, E.C.

5 been a fruitless ^{endeavour} but if ⁷⁸ these things fail - it will have been a failure & that failure will have been at the hands of yourself - He has not chosen to me since the Day Boumie showed him our hand - and I presume never will - In going to wind this thing up as soon as possible & get all out of it any honest man could expect then leave it to grow on its bottom & it will grow, if not strangled now.

Yours Truly
E. Johnson

The Edison Telephone Company of London Limited
Messrs House Chambers,
Room 10, 112,
11, Queen Victoria Street, S.E.
London. 18

MANAGER & SECRETARY.
ARNOLD WHITE.

My DE.

A little note from Bouverie
showing his temper as to amal-
-gamation - It is in reply to one
I sent him urging him to make
haste slowly with amalgamation
giving as a reason that I was
informed you were again experi-
-menting with the Chalk. & that
you never renewed experimentation
on any line without making
material advances - I told him
that in my opinion the early
expectations as to this frictional
principle business were on
the verge of being realized &
I hoped that Amalgamation
would not mean time take
place. This is his reply
The truth is we are in a financial
hole - & amalgamation seems
the only way out.

Edw J

[ENCLOSURE]

Liekeat

March 21. 88.

My dear Sir,

I have received
your long & interesting
letter. Edison's brain
seems quite capable of
getting over any preternatural
difficulty - great as a good
preliminary is able to make

rather to, negotiate the
awkwardest fences - Great
fun it is, doing it.

All the business reasons,
point in favor of amalgamation
on reasonable terms - & I
hope Colonel Gouraud
has acceded to these - if
not - you know the proverb
"a bird that can sing - doesn't

sing - must be made to
sing." I feel no doubt
however, that with an
adequate amount of
preparation or persuasion
from the other side, he will
come in to the arrangement.

I am strongly convinced
that the gain (the amalgamation)
combined in profit - power &

[ENCLOSURE]

prospects - will largely receive
the sum of their separate gains

Yours,
Yours truly

J. P. Morgan

E. H. Johnson

I think the amalgamation
business has advanced so far
now that we could not have
back out of it - if the New York
calling & go on - J. P.

The Edison Telephone Company of London Limited

Minster House Chambers,
Rounds, E.C. 4.

11, Queen Victoria Street, E.C. 4.

MANAGER & SECRETARY,
ARNOLD WHITE.

My Dear Edison

London, 11th 1889

Amalgamation

This is assuming the probabilities
of an immediate probability.
I must therefore try and set
before you the Pros & Cons so
as to have your approval in
advance - an essential now
since your representative has
become an obstructionist.
You must bear in mind the
following points in determining
what is best -

- 1st Two Companies multiply the already
extraordinary difficulties of over-
coming the prejudices of the British
Public in the matter of House
top & other rights of way concessions.
- As one company they could
expedite the overhead wire
running and avoid the present
cut throat policy -
- 2nd The jealousies of the two Cos

2

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Aldwych House Chambers,
Riverside Bldg.
11, Queen Victoria Street, E.C.4.

Stand as an ever ^{London} ~~present~~ ¹⁸ weakness
in the face of the P.O. opposition
jointly they would be able to defy
that concern -

3rd Divided - Each is holding over
the other the sword of Patent weakness
- Neither Patent is as strong as to
be absolutely sure of being sustained
in a severe legal struggle -
United - Both Patents would & could
be sustained - thus shutting up the
makers of both Magneto & Microphone,
and practically abolishing the
enormous legal expenses both
Cos are now incurring - true the
Patent question would go on to
an issue, but unopposed except
by the small outside makers

4th The rates could be raised
to a figure which would net
a profit. not now the case -
5th Capital for conducting the
business on a large scale paid
in a vigorous manner could easily

The Edison Telephone Company of London, Limited.
Harrison House (Consultants),
Room 18, 113, 114, Queen Victoria Street, E.C. 4.

3
MANAGER & SECRETARY,
ARNOLD WHITE.

He had. In fact is already secured.
Many other less important advantages
would accrue - and a more
important one than all - would
be the fact that the P.O. in dealing
eventually, as everyone holds it must
- with the question of purchase
would have a united body to
deal with - & not two separate
concerns - one of which it could
play off against the other =

It is the opinion of every one
that the stock of the united Co
would immediately command
a large premium - especially
as that of the Bell Co. is even
now at a premium of from
30 to 60% =

There have been several propositions
as to your share - how your
half interest in the profits
should be provided for -
Whether in shares - in money
or in your retaining a half

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Memorandum of Association.
Revised 1888.

11, Queen Victoria Street, E.C.

London. 1888.

4
interest in the share of Profits
accruing to the stock ~~of the~~ in
the United Co - allotted to & held
by the Edison Company - the last
plan finds most favor - as
it ensures a permanent revenue
both to you & to the shareholders
I would like to have your
views as to whether you would
prefer to close out your interest
at once - or retain it as now
is - a half interest in the Profits
My opinion is that there is more
money in it for you by a clean
sale - even if you take shares
in payment - as they will hardly
fail to command a premium
I enclose a memorandum
from White which shows the
present & most probable
terms - The proportion of
115 to 200 is had by virtue
of the larger plant & superior

MANAGER & SECRETARY.
ARNOLD WHITE.

The Citizens Telephone Company of London Limited
Harrison House Chambers,
Rome No 113.
11, Queen Victoria Street, E.C.

5 Financial position of the Bell Co
and has nothing to do with
the value of the Patents:
They are set down in every
Case as on an equality.
If we amalgamate on this basis
Our Co. will have to raise privately
the money to pay you 15,000 £
20,000 to go on with - and about
12,000 £ to buy up Glasgow
Co you see a heavy load has
in any event to be carried -
The two Companies would go on
under some arrangement
as to Organization but the
Earnings would be pooled -
& Dividends declared in the
proportion of 200 to Bell & 110 to
Edison. It has not yet been
fully determined how these
details would be carried
out - but of one thing you
can rest assured. viz: That
Bouverie will consent to

The Edison Telephone Company of London Limited,
Albion House Chambers,
Riverside Works, 11, Diver's Terrace, River, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

Nothing that does ~~not~~ look ^{as} if
to putting our interest in a
dividend earning position.
I'll write you more fully
on this subject now by Every
Mail - as Every day opens
up some new scheme - & you
can see from this Letter that
at present nothing well
defined has been agreed upon.

Yours Truly
C. H. Johnson

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messrs. Messrs. Chambers,
Room 2713.

11, Queen Victoria Street, E.C.

London.

18...

My D.E.

Dispersing -

The Bell Co. called upon Bramble
- one of England's Great Q.B.'s
for an Opinion as to the
Validity of your Telephone
Patent - & they got it - as
follows -

"The question of Novelty
is not involved - It is simply
a question of the drawing of
the patent - i.e. - are all the things
therein claimed sufficiently
described - I hold not - &
therefore pronounce the Patent
Bad"

This has hit our people
hard - in the face of our
Own Q.B.'s weak Opinion
to the contrary

Yours
John

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Managers House (Members),
Room 8, 103,

11, Duane Victoria Street, E.C. 4.
London. 1st April 1880

My dear Johnson,

With regard to your letter of 20th date, asking me as to amalgamation, I do not like much that is in the proposed scheme, which I hereinafter set forth. But as life is made up of compromises, and as we are not in a position to dictate terms, my common sense tells me that Bowditch has taken the right course in the interests of Mr. Edison & the shareholders.

The great mistake we made in founding the Company, was in raising far too little money in the first instance. When we found we wanted more, the patent suit and the D.C. case cropped up. While the Board persist in withholding from intending investors the true facts of the case, no money can be got from the public, especially as it is the opposition, and not we who have the financial standing in the U. States. Before making my remarks upon the

financial state of the case. I may
say that we are on our last legs, & that
however undesirable something must be
done.

There is however one qualification
to the "something" - & that is that the
Chairman & his responsible advisers
have determined that the whole thing
might go to blazes before they parted
from the honorable understanding
with Mr Edison to the effect that his
name and interest should be maintained
under all circumstances.

The negotiations which
have been going on for a month or so past
~~and~~ have taken the following
form -

The name to be "The United Telephone
Co. Inc. (Bell & Edison patents)"

Nothing to be asked from the public
under existing circumstances

The Edison & Bell shareholders to exchange
their existing shares for shares in the
new company in the proportion of

Bell	200
Edison	115

- = No money to pass.
- = Tom G. Gorman to be Bowdoin & Brand.

It is also proposed to maintain our existing arrangement with Mr Edison as if the thing is going to pay, his half share in the profits should be reserved to him. If it is not he will have had his advanced royalties.

No money will pass between the companies: they shall have to raise £30,000 for working expenses, £20,000 for further payments to Mr Edison. Both these sums must be raised privately among our friends.

There is much in this I am like, and did not expect. But the alternative is not satisfactory on the whole, I shall give my vote in favour of the proposed arrangement.

Yours
J. M. White

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Mansion House Chambers,
Room 87163.

11, Queen Victoria Street, E.C. 4.
London. 2nd April 1888

PS With regard to the financial
part of my letter of yesterday, please
remember that if amalgamation goes
on we must raise as our proportion
of working expenses, the sum of £30,000
for the Glasgow Company we must
raise £19,000, & for Mr Edison we
must raise £10,000 making a total
of £59,000, to be raised privately.
If amalgamation does not
go on I do not think we shall get
£10,000 from people already interested.
We have spent £38,000, and only
have £2,000 left.

AW

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Alderman House Chambers,
Rue de la Harpe, 113.

11, Queen Victoria Street, E.C.

London. 3rd April 88 FV

My dear Johnson,

Continuing my letter of yesterday I may now inform you, as I have already done in conversation, that the process through which we have passed during the present attempt to reorganise the Company, has revealed the fact that the House providing for a reservation of half the good will to Edison, to on the offering of the patents, now prevent us from getting bona fide investors to join us.

The reason is at once apparent. In order to maintain Mr Edison's ~~share~~ right in this respect, it is necessary to maintain the skeleton of the Company in order to hold the existing shares of the present holders. This will of course debar them - the holders - from realisation of their shares in case of death or emergency & will handicap them with a crushing weight in

comparison with the "Bell" holders
in the new company.

I much regret the necessity
of troubling you or Mr. Edison about
this matter, but the company is
now in so critical a condition, that
prompt help in this matter is
essential.

I need not point out that
in the original agreement the goodwill
referred to the E. C. district of London.
It was only by inadvertence that
the clause was not omitted, &
an amendment of course - in the agree-
ment now being prepared.

Yours truly

Amos M. M. M.

Read this
second

T. A. EDISON,

401

Menlo Park, N. J., Apr 30 1880.

Menlo Park London

I think we should be satisfied
with five to capital ten, onerous
contracts, are ^{decidedly} unsafe;

18 Menlo Park Apr 32

310 1. 2

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on condition, having its facilities, which have been acquired by the purchase of the property of the Western Union Telegraph Company, and the Company will not and shall not be responsible for any loss or damage to the property of the Western Union Telegraph Company.

A. H. BREWER, Sec'y.

NORVIL GREEN, President.

Dated

Cable 4/3 1880

Received at

Edison

Minto Park

READ THE NOTICE AT THE TOP.

Have you consented giving capital five per cent more than half profits that is if profits are fifteen capital gets ten you five this is too much concession we agree on all points but this I am willing capital have five per cent you having not five answer immediately

Gouraud
5 Paris

AP

Cable

Apr 5 1880

10 20 P.M.

Edison Minto Park

No regretfully insull

5 Paris via London

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messrs. Messrs. Messrs. Messrs.
Room 27123.

11, Queen Victoria Street, E.C.

My Dr Edison

London April 5th 1880

Since writing the 1st Letter enclosed
I have learned several things
which alter the face of affairs
1st Bouverie stipulated for 5% of
the Capital of the Co before any
division was had with you -
I consented. When Gouraud
& Waterhouse came together in
transpired that the Company held
this 5% to be a sort of 1st
Mortgage on the earnings under
any & all circumstances, that
is to say if 7% was earned the
5% was 1st deducted & then the
2% was divided with you -
Gouraud held - and I so understood
it in the 1st place - that you
simply guaranteed the Co 5% - thus
if 7% was earned the Co got
5% & you got the remaining 2%
or in case 10% was earned each
got 5% - or in case 12% was

The Edison Telephone Company of London, Limited.
Incorporated in England.
11, Queen Victoria Street, E.C. 4.

MANAGER & SECRETARY.
ARNOLD WHITE.

2 earned each got $6\frac{1}{2}\%$ = But it seems such was not Bournerie's intention - it was simply that the Co. was to have $5\frac{1}{2}\%$ first & then a division was to be made. Thus if the earnings were 12% the Co. got $5 + 3\frac{1}{2}\%$ or $8\frac{1}{2}\%$ & you got $3\frac{1}{2}\%$. It is an important point - and my understanding of it has been Mr Bournerie's consideration - with this result:

It seems that a clause giving you a reversionary interest in the Good Will upon the expiration of the Patents was inadvertently left in the new contract & made thereby to apply to all England instead as originally intended - only to 'Each Office of London' - the working of this clause is this:

In the proposed Amalgamation with the Bell Company we

11, Queen Victoria Street, E.C.

ANADER & SECRETARY,
ARNOLD WHITE.

3) <sup>MANAGER & SECRETARY,
ARNOLD WHITE.</sup>
are Compelled by ^{Discretion} ~~the~~ ^{to} Keep up
Our Organization = And so
ev. Every Shareholder in the
Edison Co - will be obliged to
permanently hold his stock
- that is to say - he cannot sell
or otherwise dispose of it: While
the Shareholders in the Bell Co
may do as they please with
that allotted to them = thus
obtaining an immense advantage
over the Edison Co = Under these
Circumstances the Edison Co
will find it difficult, if not
impossible to induce Capitalists
to put in any money -
What is proposed is - that in Consideration
of the Co. waiving their Construction
of the 5th Clause - You waive your
reversionary right to the good
will = The Co will then be at
full liberty to make such
final arrangements with
the amalgamated Co - as may

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Messieurs Messrs (Members),
11, Queen Victoria Street, E.C. 4.

Dear most advised ^{London} ¹⁸ ⁸⁸ ⁸⁸
You will have only sacrificed
the shadow for the substance
for it is ~~very much more~~
problematical - whether your
Good Will at the expiration
of the Patent will be worth as
much as the proper division
of the Earnings meantime =
You and has telegraphed you
as to your understanding
of this S.D. Clause (thereby
giving the Lie to his Cable to
You saying that he had closed
with Bouverie - and confirming
my Cable to you saying that he
had not I hope you will not
make any reply which will
prevent me from making
this trade of the Concession
for another = at all events
as soon as you get this
Letter Cable me - as follows

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Marston House Chambers,
Rennet Street.

11, Queen Victoria Street, E.C.

London.

188...

5 Phono. London.
Mutual concession satisfactory
By which I will understand
that you waive the Good Will
Clause - if the Company waive
their interpretation of the
5th Clause -
If this matter was in my
hands - I could close
the whole thing up in
a fortnight & there would
be but one Telephone Co
in England -

Am glad to hear from Batch - that Ed.
is still progressing - Improvement in
Generators very satisfactory & interesting
Keep me posted on this subject.
Yours as ever -

E. J. Johnson

7

EARLE HERRING,
"GOSWOLD, LONDON."

N^o 1

Ed. City of Chester
6, Lombard Street, E.C.
London, E.C. 4 April 1880

T. A. Edison Esq
Ment Park
New Jersey

Dear Edison,

I called you some time since in the affirmative in reply to your enquiry as to whether I had closed with Rouverie on the new basis. The Parliamentary Election and the consequent absence of all the Directors from town so upset everything that the agreement has not yet been finally executed - indeed I did not get the final draft of it until a day or two ago when I found to my astonishment that it contained an alteration in the clause concerning the dividend to the share capitat by which it provided that they were to have 5% more than you under all circumstances. In the first draft submitted to me it was quite clear that only the usual preference dividend was contemplated but there being some

By ambiguity I undertook to make it clear
when they returned it to me made clear
quite the other way giving me to understand
that that was what you had given your
assent to. This concession was so enormous
that I did not feel disposed to take anybody's
word for it, so called you as follows:-

"Have you consented giving capital
5 per cent more than half profits
that is if profits are fifteen capital
gets ten and five. This is too much
a concession: we agree on all points -
"but this. I am willing capital have
five preferred you having rest five
"answer immediately."

to which I have your reply as follows:-
"I think we should be satisfied
with five: to capital ten. Enormous
contracts are decidedly unsafe"

You make it so very evident to me
that you wish to make all these concessions
that I have to choose between following
your wishes and my own and I have
chosen the former and have today returned
to Mr. Waterhouse the final draft of the
agreement approved in the above terms
I cannot but feel that it is most

unfortunate that you should have allowed
any direct communication with yourself
in this matter for they must inevitably
complicate matters and compromise my
position towards you and of course leaving
me at an entire disadvantage with the
opposite parties in the negotiations if they
have the feeling that they would go to you
if they could not get what they wanted from
me, I have so far as possible endeavoured
to make them understand that I am
satisfied from ~~you~~ my correspondence with
you that you have not intended to ignore
me in anywise nor that you would make
any agreement over my head which I am
afraid they had thought you would.

However we may consider the thing settled
now and I trust to the advantage of all
concerned - But we have given an enormous
concession there can be no doubt - As to the
expediency or the necessity of giving it there
may be two opinions ^{but you are undoubtedly satisfied} and this is the most
important consideration - If I have erred it
is on the side of getting too much ^{for you} for the
Patent - a fact easily ^{very} plain to see.
I shall hope in a day or two to have
the final execution of the agreement &c

4. only alteration being in the dates of
the notes which I have provided shall be
due as follows £5000 on June 20th £5000
December 21st and that they shall be
accrued at the time of the signing of the
Agreement

Please advise me by return if you
would like your share of these notes
discounted or if I shall hold them for
you until they become due - They could
probably be easily negotiated at about the
current rate

Yours truly
J. M. M. M. M.

Received
20/11/1900

MANAGER & SECRETARY,
ARNOLD WHITE,

The Edison Telephone Company of London Limited,
Marston House Chambers,
Riverside 2113.

11, Queen Victoria Street, E.C. 4.
London. *W. H. P.* 18th.

My Dr Edison

a note from J. S. Morgan enclosing
check for 200 £ "from our New
York friends" tells its own tale
although no other clue to its
meaning is had - no man but
you could be sending me
money. Please therefore accept
my hearty thanks - I presume
of course it is on your sale
of the Mograph & the W. Union.
- By the bye - What have you done
with them in regard to its
Telephonic Application? If they
don't take it up before I come
back I'll make it my business
to open their eyes to its merits.
I enclose an spicy Telephone
article from a Glasgow paper.
We have over 200 Telephones
out in London & it happens
sometimes that not a single
complaint is sent for days -

The Edison Telephone Company of London Limited,
Messieurs Messrs. Chamberlains,
Room 1213, 11, Queen Victoria Street, E.C.

2 MANAGER & SECRETARY,
ARNOLD WHITE.

This is a strong ~~Governmental~~
On both the practicability of
The Chalk - and the Character
of my Engineering - If we only
had our Monetary difficulties
settled so I could launch out
a little bolder we would
hereafter make tremendous
progress - In the first few
hundred which constitute
the basis of an Exchange that
are difficult to get.

However things are working
out O.K. I only need that you
keep a tight rein on your
Rep. here & coerce him into
good behaviour

Yours as usual

S. L.

4.

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London, Limited.
Messrs. Messrs. Messrs.
Rooms 27 & 28.

11, Darnley Victoria Street, S.W.
London April 8th 1880

T. A. Edison Esq.
Windsor Park, New York, U.S.A.
Dear Sir,

With reference to your letter of
March 25th stating that you have
shipped fifty telephones on account of
Mr. Gouraud's order of five hundred, please
note that in consequence of the large supply
of instruments now on hand over our
requirements, that the rest of this order
will not be executed.

I am, Dear Sir,

Yours faithfully,

Arnold White

dated Apr 31, 1880

Manager & Secretary.

7/7 1/2
3 1/4
8 3/4
7 7/8
184 1/2

W. J. 12 1/2

Blank No. 1.
THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on conditions, limiting its liability, which have been agreed to by the sender of the following message:
 I will not be charged unless only by repeating a message back in the sending station for correction, and the Company will not be liable for any delay in transmission or delivery of hereinafter messages.
 I am hereby notified that the sender of this message is to be held responsible for the same, and to be approved by request of the sender, under the conditions stated above.

A. H. BREWER, Sec'y.

MORVIN GREEN, President.

Dated NY April 8 1880

Received at 802 RM

To Edison Manhattan NY

READ THE NOTICE AT THE TOP.

Many thanks
 old man
 Johnson
 London
 to paid
 cc of

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited
Messrs. Messrs. Thomson,
Rooms 17/18.

11, D'Arny Street, E.C. 4,
London.

My Dr Edison

The remaining Instruments on
the 1st Order for 500 - which
Gouraud has paid you for
do not seem to be coming
forward. I am especially desirous
that you should close this
Contract up at once. Please
give it your personal attention
& notify me by cable that they
have all been shipped -
Then have Carmen make up
a statement of Gouraud's
of closing it up with the
final shipment of these Insts.
These B reasons

Yours Truly
E. R. J.

#1

Jim Seymour
name

London. April 11/60

Dear Mr. Edison

I have not
forgotten your kindness in
lending me the fifty dollars
just before I left, and for
which I gave my note for
three months. I have saved
enough to more than pay
you, but when you see
my position I don't think
you will object to extending
my note for two months.
My reason for asking this
favor of you is. This Co.
is like a ship without a
commander and from what
I can learn their finances
are in a very bad state

so I want to be on the safe side, and as I have money enough to come home at any time, I think it is my policy to keep it by me and then I can be at ease should things come to the worst. I am heartily sorry that things are not going better over here, because the more I have to do with this telephone the more I am convinced that it is the best in existence and with proper management could be made to uproot all opposition. This Co. pays about three pence for every thing and it would take

the bank of England to keep it going at the rate it is going now. We have hardly two hundred subscribers the Bell has eight hundred. We have five exchanges three within a radius of half a mile. While the Bell has only two, one in the City and one in the West End. I only wish you could drop in on us and run this place for about one month, I know there would be a reform worked in very short order. I have said considerable in this short letter and left a good deal for you to infer but am not sorry because I think you ought to

know. I will keep my
father posted and he will
tell you all. Gregory has
been sent to Glasgow and
is in the employ of the
Glasgow company. Since
I have been here I have
been repairing broken instru-
ments when I have not
been busy with chalks
and have had plenty to do.
I like London very much and
so far as I am concerned
every thing is going all O.K.
Trusting that any informati-
on I may send home will
not return. I am as
ever Yours Truly.

Jim. Seymour

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Mansion House Chambers,
Beaconsfield.

11, Queen Victoria Street, E.C.
London. 13th April 1900

My dear Johnson

The bare mention of the fact that yesterday at 5.30 pm, a writ was served on the Company ex parte W. Butcher, will convey to your mind the position in which Leonard's dealings with that worthy, an ex-employee of Newgate, have placed the Company.

At this juncture a suit at Butcher's instance is deplorable. All the trouble might ^{have} been saved by the exercise of so little discretion on Leonard's part. I cannot think that he will be exonerated from the consequences of his own acts.

Yours
Arnold White

Walker No. 1 Painter
Nail

Clean cut over

one of our Frank

structures with

Heath wires

Also a South Pole

by the way

W. H. H. H.

W. H. H. H.

W. H. H. H.

W. H. H. H.

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W. H. H. H.

Confidential

Sir,

The serious nature of the proceedings instituted by the Government against this company, combined with the heavy cost caused by competition with the Telephone company limited and the expense and friction occasioned by the existence of two Exchange Systems within a short distance of each other have induced the Directors of the Edison Telephone company of London, limited to enter into negotiations with the Directors of the rival company, with the view of arranging an alliance between the respective interests.

The negotiations having culminated in a definite proposition which, with the exception of some minor details, has been virtually agreed on by both sides. I am

am instructed by my Board to inform you, that an Extraordinary General Meeting will shortly be summoned, at which resolutions embodying the arrangements above set forth, will be submitted for ratification to the Shareholders.

Without entering minutely into detail, I am to state that the new Company will begin operations with a paid up capital of £315,000 of which £115,000 will be reserved to the Shareholders of the Edison Telephone Company of London Limited, and £200,000 to the Shareholders of the Telephone Company Limited. The favourable nature of the arrangement will at once be apparent to you, especially when the impulse to business, which may reasonably be

expected by a removal of an obstructive
competition is taken into consideration.

It is also contemplated by the Board,
to seize the opportunity here presented, so to
modify the arrangement subsisting between
Mr Edison and the company as to enable
the company to liquidate and to merge
its existence in that of the United Company
and for that purpose it will be necessary
not only to call up the amount outstand-
ing on the existing issue of £40,000, but
to raise a further sum of £15,000. It
has therefore been determined to offer at
par to the existing shareholders
shares of which £ will be paid
on allotment. Should the shareholder
decline to take up this new issue, it will

be offered at a premium privately to others.

You will find herewith notice of
call of shares, and a form of request,
which in the event of your desire to take
shares in the new issue, you will be good
enough to fill up, sign and return to
the Secretary.

April 16 1889

(Draft)
Circular to
Shareholders

The Edison Telephone Company of London Limited.
Mansion House Chambers,
Room 2123.

MANAGER & SECRETARY,
ARNOLD WHITE.

11, Queen Victoria Street, S.E.
London April 17th 1882

My Dr Edison
It is sending out today
The new Contract for
your signature. A
Copy has just been
handed over to
forward you with
my comments. It is
too late for me to do so
today & I am to give
you a proper view
of the situation & will
therefore write you
fully tomorrow Sunday
Do not sign or do
anything until you
get my letter yours
Edw

Union Club,
Fifth Avenue & 21st Street

Apr 19th. 1880

Dear Sir,

I beg to enclose
2 letters of introduction
which I have the pleas-
-ure of bearing to
yourself & Mr. Datchler
from my mutual friend
Mr. Odum.

I propose to come
out and see you
Tuesday next. Leaving

New York at 11. a.m.
& returning from New
York at 2³¹.

Should this not
suit you, kindly write
me to the Hotel
Brunswick, 5th Avenue,
and I will arrange
as you may require.

Yours very truly

Wm. Moore

J. A. Edison &
Co.

[ENCLOSURE]

MANAGER & SECRETARY,
ARNOLD WHITE.

*The Edison Telephone Company of London, Limited,
Mansion House Chambers,
Riverside, 11, Queen Victoria Street, E.C.*

London, Dec 20th 1890.

My Dear Edison

*You will introduce Mr M M Moore,
an American of long residence
in this country - & the promoter
of the Edison Telephone Co of Glasgow
You may talk to him with
perfect freedom He can throw
much light on the conduct of
that enterprise as well as
point you in the way to Telephone
Matters generally.
Of course you will extend to
him the courtesies of your
Establishment*

Yours

J. H. Johnson

The Edison Telephone Company of London Limited.
Messrs. Messrs. Chambers,
Rooms 8 & 113.

MANAGER & SECRETARY.
ARNOLD WHITE.

11, Duren Victoria Street, E.C.

London Oct 17 - 1880

My Dear Edison

The enclosed is the agreement embodying the terms of the understanding had between Mr Bouverie & myself, and which you compelled Gouraud to accept. It has been somewhat changed in its details by Waterhouse & Gouraud - but is essentially what I agreed to in all but one or two particulars.

I did not understand that the 5% Guarantee to the Shareholders was to operate in the way they have made it, & which you have assented to. My idea was that the Shareholders were to get 5% then you 5% or as near it as the earnings over & above the 10% 5. would yield - after which there was to be an equal division then for example if 7% was earned the division was £5. Edison 2 - or if

The Edison Telephone Company of London, Limited.

Mercury House Chambers,
Riverside Bldg.

11, Queen Victoria Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

7
12th was earned - the ^{London} Co & the
Co = ~~out~~ &c &c. However all
this has been knocked in the head
by the rapid progress of amalgamation
negotiations -
Another point & to my mind more
important is the terms the London
Co are offering to the Glasgow Co
viz: Shares or Cash at the Option of
the London Co = This means - that if
the Shares of the Edison Co become
(by virtue of amalgamation with the
Bell Co or otherwise) worth more than
Par - the London Co will pay the
Glasgow Co in cash = thus giving
them £ for £ of money invested
& shutting them off from any chance
of profit = I have said that this
is contrary to your spirit - which
is to give every man a chance to
get out with a profit - and I promised
Moore - whom you have probably
seen ere this - that I would do all
in my power to help him & his

The Edison Telephone Company of London Limited
Mansion House Chambers,
Romeo St. 113.

11, Queen Victoria Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

3
Friends not only to get their money
back, but to get it back with a
profit: If the clause read "Cash
or shares at the Option of the
Glasgow Co" - It would guarantee
the Glasgow Co the same chance
of Profit as ~~the~~ ~~to~~ you give the
London Co - Think about this
before you sign & If you agree
with me Telegraph Bouverie
my Care - What you desire - My
notion is that Gouraud rather
winded at this hard transaction of
the Glasgow purchase - because of
their treatment of him individually
- If you think to give London
shares for Glasgow shares is giving
the Glasgow Co too much - in view
of their too little display of
vigor in planting the thing
What do you say to some intermediate
terms such for instance as
giving the London Company the

The City of London Telephone Company Limited
Messrs. Messrs. Messrs. Chambers,
Room 2, 113, 11, Queen Victoria Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

4

London. 18
Option to pay them in shares
or in cash, adding in the
latter case 10% as a Profit
margin - Perhaps it might be
well for you to feel Moore a
little on this head - However I
leave it to you to decide -

Now in respect to the Reversionary
Interests which I alluded to in
my last letter - You will observe
that no mention is made of them
in this Contract - That is because G.
pre-emptorily declines to listen
to the proposition made by Bouverie
(as well as he will say he made
it to Bouverie) -

When you get my letter & cable
back that you are prepared to
accept 10,000 £ in shares of the
United Company for your deferred
Royalties & Good Will - if you do
so, cable - then a supplement

The Edison Telephone Company of London, Limited
Messrs. House (Builders),
Riverside Buildings,
11, Duncan-Street, D.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

5
London.....18.....
Agreement will be sent you direct
by the Company for your signature
without further consultation with
Gervaud - I have reason to believe
that he considers the amount proffered
a liberal one - but with him there
is a much more important consideration
viz - His voting & representative
power for you - You will see
that in case you sell out right
your reverendary interests you
have no longer any use for a
representative director - this is the
crumbling block - Looking at it
from your point of view - the
Crumdren is this =

Is 10,000 £ shares of a united
Telephone Co of Great Britain a
fair valuation of my future
expectations in the matter of
Deferred Royalties - Post office Purchase
&c &c = If so = had I not better
take the bird in hand? = In respect

The Edison Telephone Company of London Limited
Mansion House Chambers,
Riverside, S.W.13.

11, Queen Victoria Street, E.C.4.

6 MANAGER & SECRETARY,
ARNOLD WHITE.

& the possible Post Office purchase
of course you would share in it
in any event & you ~~could~~ ^{will} ~~own~~
held your 1000 shares =
The aim of the Company is to free
their decks for action in the matter
of raising money - at present they
are in a bad fix in this respect.
The last Board meeting ordered
me to reduce expenses to a minimum
- not to undertake anything not
already contracted for - and to reduce
my line force to just sufficient
to execute orders in hand - this I
hold to be a death blow - but as
I am accused amalgamation is
practically agreed to on both sides
Of course I see it would be
folly for us to go on spending
money - every penny of which
additional expenditure operates
to just so much reduce the margin
of profit - the sum total to be
paid being already agreed upon

W MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited
Marston House Chambers,
Romney Hill,

11, Queen Victoria Street, E.C.
London.

18.

- You will see that if by any slip
Amalgamation should fail - we will
have lost so much ground as to
be left far in arrears -
Of course your acceptance of the
10,000 £ shares of the United Co
is not essential to Amalgamation
- that will take place any way -
The only difference being that the
stock of the Edison Co will be
kept up in order to fulfill the terms
of their contract with you in
respect of Deferred Royalties &c
It is somewhat difficult to decide
which is the more advantageous
to you - but knowing you believe
in a clean sweep - & firmly believing
in it myself - I concluded that
10,000 £ shares in a United Edison
Bell Co. which in all human
probability will immediately command
a premium - was a more desirable
(which you might hold
or sell at your pleasure)

The Edison Telephone Company of London Limited.
Messrs. Messrs. Chambers,
Room 3213.

11, Queen Victoria Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

London
property. than a remote contingency
such as ~~is~~ your Royalty Interest (B)
- only effective as a dividend, paying
property - after an Edison Company's
holdings of the same shares shall
have earned the amount already
paid you as advanced Royalties -

What do you think?

I enclose a note I had from White
in regard to the British suit - this is
naughty business & added to present
complications I am afraid bodes ill
to us. However time alone will tell
General claims to have an abundance
of evidence of the bad character
of this man - whether that will clear
him of the consequences of having
signed a contract with the bad one
or not is another matter -

"Give us a Rest"?

Yes certainly!

Yours on the on line

J. Johnson

No 3

J. S. Adriatic

c. Lombard Street, E.C. 4.

London, 20th April 1880

TRADE ADDRESS,
EDWARD, LONDON.

Thos Alva Edison Esq

Menlo Park

New Jersey U.S.A.

Dear Edison,

Further Agreement between Yourself and
the Edison Telephone Co of London

When I cabled you that I had accepted previous terms I referred to the terms as I understood they had been communicated to you and to cover all points that had been subject to discussion up to that time but when after several weeks with Board Meetings (owing to the absence of several members of the Board who were standing for Parliament) we, on the 16th inst, had a meeting when several entirely new subjects were introduced and a "dead set" was made at me by all the Directors to get me to accept them in your behalf.

The three further modifications thus attempted to be obtained were.

- 1st The elimination of Article 20 April 14th July
- 2nd do do 22 do
- 3rd That I should consent to take in the paid up capital of a proposed

N^o 1362
P.A.

amalgamated company of the Bell
& Edison interests share to the amount
of \$1000 in full liquidation of your
reversion - that is that you should
have nothing more out of it no
matter what the Company make.

As regards this last demand I absolutely
objected as there was no reason given
for the request other than ~~other than~~ that
it would make easier the amalgamation
with the Bell Company and no one could
give a single substantial reason for this
assumption, as ~~the~~ basis of the proposed
amalgamation, ~~with~~ such a character as it
cannot be the slightest concern to the
Bell people what the Edison Company gives
you or whether you hold your reversion
under the several Agreements or cancel it
by the acceptance of shares. As they must
have known that the position that they assumed
was utterly untenable, and they quickly
abandoned it, when they saw I was determined
that the question of ^{the value of} your reversion should
not enter into the question further Agreement.

As to Articles 20 & 22 they both become
inoperative in the event of the amalgamation
with the Bell Company. Were it not a
question of amalgamation, or an active
competition, which must sooner or later come
in amalgamation, it would be an enormous

^{No 1183}
^{page} concession to make especially to give up Article No 22 and until amalgamation was absolutely certain I did not feel that I could consent on your behalf to so important a concession. I consequently agreed to submit the agreement in the form in which I now send it to you on parchment and to assent to the same provided you did. I do this now with less hesitation because of my further information as to the status of negotiations for amalgamation which has been practically reached so far as the two Boards are concerned and remains only to be ratified by the Shareholders of the two Companies.

Now what I want you to understand is that if amalgamation comes off the giving up your right under Article 22 of the Act of 14th July 79 ~~is of no consequence but if~~ amalgamation does ~~not~~ come off ~~they are~~

Together with this statement I would give you my opinion that there is scarcely the slightest doubt that the Shareholders will accept the recommendations of the Directors. Therefore you will use your discretion as to taking that chance and if you choose to take it and approve the rest of the Articles you will be good enough to execute the parchment copy in the usual way before Notary and have notarial certificate witnessed before British Consul General and return to me at your earliest convenience. If you execute it as it

is please add me ~~two~~ ^{Agreement} words -
followed by the name of the steamer by
which the packet
will be sent

Remain, Dear Edison

Yours very truly

- *W. H. Murray*

14/4/80
"COURAGE, LONDON"

N^o 4

S. S. Adriatic

6, Lombard Street, E.C. 4.
London 20th April 80

Messrs. A. Edson & Co.
Menlo Park
New Jersey.

Dear Edson,

In connection with the annexed notification (which kindly sign and return to me with the further agreement) concerning the amalgamation of the London & Glasgow Companies I have to say that the shareholders of the latter at a recent meeting had before them a general proposition of amalgamation with the London Company which was extremely well received and a resolution was passed authorizing the Board to carry out such amalgamation on terms such as they (the Board) might approve.

I understand that it is the wish of the Board to amalgamate and that the terms are satisfactory. You will observe in the terms that it is provided that they shall meet all their liabilities which includes the £5000 due you and they will simply hold shares in the London Co. instead of in the Glasgow Co. - thus all complications will be at an end on this score.

Yours truly,
J. H. M. M. M.

N^o 4

Madras

GALE ADDRESS,
"GOURAUD, LONDON."

6, Lombard Street, E.C. 4.

London, 20th April 1901.

Thos. A. Edison Esq.
Manor Park
New Jersey U.S.A.

Dear Edison,

Amalgamation with the Bell Co

I send you memorandum of the basis proposed for amalgamation of the Edison & Bell interests as reached by the committee of the two Companies appointed for the purpose. It has received the approval of the Directors of the two Companies and it is understood that it will be submitted to the shareholders for confirmation.

I cannot say that I like the propositions nor that I think them what they ought to be but all things considered it is believed by Mr. Bowerie and the other Directors better than the alternative i.e. an expensive and uncertain litigation for which we are not prepared.

The only communication I have ever received from you on the subject of amalgamation was one which intimated that you were very much opposed to it but that letter was dated prior to Mr. Johnson's visit to America and he has assured me that you are very anxious to have the two companies amalgamated.

N^o 462
702

I should be glad to have your views upon this proposed basis before the meeting of the shareholders comes off.

Yours very truly

W. H. P. H. H. H.

The following is the Bill - (read before the
the House of the Commons)

Conditions on which the Bell and
Edison Companies will amalgamate

Title

The United Telephone Company (Limited)
Bell & Edison's Patent

Capital

£500,000 in 100,000 shares of £5
Divided thus - Existing issue to amount £215,000
fully paid up
of which to be added to Bell £200,000
to Edison 115,000

The allocation of shares to be the consideration for the purchase by the United Company of all the patents plant machinery Goodwill, business property and rights whatever to be brought in unreservedly. Together with the improvement of the said several Patents and machinery from time to time devised by Messrs Bell & Edison.

Out of such allocation of shares each company shall satisfy and discharge as against the other and the United Company every cost and liability incurred or to be incurred by them respectively up to the junction

Balance of capital not appropriated as
above £18,500 — £8,500 to be sub-
scribed by the Companies respectively for the
extension of the business and working
company of which the Peel shall provide
£50,000 and the Eastern shall provide
30,000. The remaining £100,000
to be reserved for future requirements

Board.

Chairman

Deputy "

Secretary

The two existing Boards to be amalgamated
forming a Board of 12 members to be
reduced by death or resignation to 8 or 6

James Brand Esq
Rt. Hon. S. P. Bowdler

M^r Arnold White

On such terms and conditions as the
Board of the new Company may determine

New Board to act for one year after
which one third to retire being eligible for
re-election

Qualifications 200 shares of £5.

Remuneration of Board £1500 to be
allocated as the Board may agree.

In addition to the above [] % of the
net profit after paying 10 per cent to the
shareholders and 5 per cent to a reserve
fund.

(As agreed at Committee 19th March, 1880
subject to confirmation of Board

N^o 5

S. S. Adams

6, Lombard Street, E.C.

London E.C. 5

CABLE ADDRESS:
"COURAGE, LONDON."

Thos. A. Edison Esq

Monte Park

New Jersey U.S.A.

My Dear Edison,

Having regard to the probable early future of the telephone question here and the certain large premium at which the Consolidated Interest will be saleable in the market and consequently the relative value of our reversion interest in the same and also having regard to the fact that there are several parties interested with you in the matter besides Johnson and myself all of whom involve more or less intricate bookkeeping it has occurred to me that it would be very desirable to have these interests in such a form as to enable them to be represented by some form of negotiable certificate so that not only could we put an end to all existing agreements with respect to these different interests and close up the accounts in our respective books but either of the parties interested wishing to either increase by purchase or decrease by sale his interest at any time could do so more easily and inexpensively than at present. I have accordingly taken advice as to how this could be done and

Now there are thousands of precedents and one which would involve no complicated, tedious and very insignificant expense.

Here in this country is the fear of our vigorous competition and threatened litigation and the open admission at least on their part that what they ~~are~~ is not a Bell telephone and with all the evidence we have that ~~these~~ transmission they are even Edison telephones - their shares are selling at present at between £400 & £500 per cent. taking the average of these at £450 and if the shares of the Amalgamated Company are worth no more which is scarcely probable (they should be worth double and possibly well) but taken at £500 a share the £15000 shares in the Treasury of the Edison Company would be worth £75000. Now at that same price the Edison Company would have only to sell £10000 to recoup all the advance royalties paid to you plus a like sum, plus 5% interest on both (say £7500) and then after selling another £17000 to recoup them the amount of what their capital well probably is £7000. They would then have £82500 shares which at the above price would realize £412500 to divide equally between the shareholders and yourself.

Now in the light of these facts it would be simply dishonest to ask you must less to persuade you to take £10000 ^{in shares} when there can be no other reason for it than a desire to prevent your making anything further if possible.

I think you are not likely to hear anything

the means are found to be very simple
and are contained in the Deed of Trust
which I send you herewith and which
I hope will meet with your approval.
The Trustees certificates under this deed would
in the event of the Telephone Companies
shares being at a premium be as readily
negotiable as the shares themselves.

I have proposed Mr. A. G. Renshaw as the
Trustee he having been our solicitor in all
the negotiations and being conversant with
all the circumstances of the case besides
being a lawyer of high professional and
social position.

The expense of the Trust would be most
nominal in fact the Trustees compensation
can be arranged on the basis of a fee for time.
In fact if this were done already I could at
this moment sell a portion of your or my
interest or that of anybody else concerned
at a price which shows the absurdity of
suggesting that you should be content with
merely £5000 in the shares of the
Amalgamated Co. I could at this moment
dispose of a portion of your interest upon
the basis representing the value of the
whole as equal to £5000.

The only alternative to your taking
shares in the New Co. would be the simple
necessity of keeping the present Company alive
for the purpose of working out its agreement
with you in which case the only asset of the
present Co. would be the shares of the
Amalgamated Company a course for which

11/18/44
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Further of that suggestion as when I placed
it before those who originated it in its true
light I observed that it was quietly dropped
why! I would not think of taking twice
Liberty for my interest alone at this moment
with all the uncertainties of the future!

When you have executed the proposed
the proposed trust and the various parties have
to represent their interest the proposed certificate
then of course any request that you should
capitulate your reversion you could easily
meet so far as you are concerned by dealing
with your own portion as you might please
leaving the others interested to do likewise

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[COPY FOLLOWS]

London. 17 Moorgate St.

April 21. 80.

My dear Sir,

The amended form
of agreement is gone to you four
days since - which will place the
relation between myself & the
Edison Co. of London, on the footing
necessary to enable the latter
to join ^{their} interests with the Bell Co.
which certainly is an operation
likely to conduce materially to
the advantage of both Companies &

all other interested parties. I understand that the terms of the proposed agreement will prove quite acceptable to yourself - & that, therefore, the proposed union of the two Companies (the terms of which, you have doubtless been made aware of) will go forward without delay.

There is yet a further point to be considered. Under this new agreement you will still have a share, when the advanced Royalties are repaid, in

the amount of the currency passing profitably - to the share of the profits which then will come to be divided between you & the Edison Co.

I have had some talks with Mr. Johnson on this subject. There can be no doubt that it is desirable to close up the Edison Co.'s share certificate is only likely to be required to enable this contingent Division to take place.

We are told that that the prospect of such a Division is much & not worth regarding as a matter of ^{pecuniary} ~~value~~ to be estimated.

but the maintenance of the Edison
Company will be a decided hindrance
to the success of the inventor in his
shares - as these shares will not
be available for ready sale or purchase
as the shares of the Edison Company
would be, which ^{the Edison Co.} they wish him to hold
as their property. If the Edison Co.
can be wound up, then the Edison
Co's shares falling to them - can
be divided equally amongst the
shareholders of the former - & the whole
of the original transaction will be closed.

I am anxious, therefore, that you
should consult first with your interests
in the possible profits of the Edison Co.
wherever the repayment of the

advanced royalties: & the
advantage of thus closing up
everything seems to me so
considerable - that I agreed
with Johnson, (when a much
smaller sum was named - & he
said he would leave it to me -
to say in your interest what was
fair) to put it out 10,000
in cash or shares of the new
Edison Co, at our option.

I hope you will adopt this
view: I think it will prove
advantageous to you, & also to

the Edison Company.

In that case, possibly, you might prefer to take the payment in shares. But in cash - I should you make this a condition - I would not guarantee it.

All persons concerned must stand at the prospect of the Union - which will make a very powerful contribution - I am sure, I think to fight the Post Office authorities with success.

Let me take this opportunity of thanking you for your previous

letter - as well as for the verbal communication which I have received from time to time. This is known from you. Our relations have been invariably of a character, which has made me feel a great satisfaction in my connection with yourself, & of our remarkable innovation.

Ever

Yours truly

J. P. Bourne

J. A. Edison

Beverly 1

17 Maningale St.
 London April 21, 1888

My dear Sir

The amended form of agreement is gone to you four days since which will place the relations between yourself and the Edison Co of London on the footing necessary and enable the latter to join interests with the Bell Co which certainly is an operation likely to conduce materially to the advantage of both Companies and all other interested parties. I understand that the terms of the proposed agreement will prove quite acceptable to yourself and that therefore the proposed union of the two Companies (the terms of which you have doubtless been made aware of) will go forward without delay.

There is yet a further point to be considered. Under this new agreement you will still have a claimⁿ when the advanced royalties are repaid in the event of the union proving profitable to the share of the profits which then will come to be divided between you and the Edison Co. I have had some talk with Mr Johnson on this subject.

There can be no doubt that it is desirable to close up the Edison Co, whose existence is only likely to be required to endure to enable this contingent division to take place.

We are told that that the prospect of such a division is remote & not worth regarding as a matter of pressing

Bourne 2

seem to be estimated but the maintenance of the Edison Co will be a decided hindrance to the success of the inventors in its shares - as these shares will not be available for ready sale or purchase as the shares of the Limited Company would be which the Edison Co will have to hold as their property. If the Edison Co can be wound-up then the United Co shares falling to them can be divided ratably amongst the shareholders of the former & the whole of the original transaction will be closed. I am anxious therefore

that you should consent to part with your interest in the possible profits of the Edison Co subsequent to the repayment of the advanced royalties and the advantage of their closing up everything seems to me so considerable that I agreed with Johnson (when a much smaller sum was named and he said he would leave it to me to say in your interest what was fair) to put it at £10,000 in cash or shares of the new United Co at our option.

I hope you will adopt this view. I think it will prove advantageous to you & also to the Edison Co. In that case possibly you might prefer to take the payment in shares & not in cash & should you make this a condition I would not gain say it. All persons concerned are much pleased at the prospect of the Union

Bouvier 3

which will make a very powerful combination
 + enable us I think to fight the Post Office
 authorities with success. Let me take the

opportunity of thanking you for your previous
 letter as well as the verbal communication
 which I have recd from time to time
 through Mr Johnson from you. Our relations
 have been invariably of a character which
 has made me feel a great satisfaction in my
 connection with yourself + your remarkable invention.

I am
 Yours truly
 (Signed) E. P. Bouvier

T. A. Edison Esq

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messrs. Messrs. Chambers.
Riverside Street.

11, Duncannon Street, E.C. 4.
London. April 22 1880

My Dear Edison

I wrote a letter to your friends
of the Times calling their attention
to the character of the man
Sawyer - so frequently quoted
in contradiction of your opinion.
- I told them he was simply
a loafer - or words to that effect.
3 days later I had the pleasure
of finding them corroborative
evidence to the same effect
in the My Times article on
the shooting business - In the
next "Times" article which
appears in you. You will
see some reference made to
the character of your critics.
You ought to give me a
few lines confidential now
& then as to your progress.
How goes it with you?
Spurred, I understand was
written you a Munckhausen

The Edison Telephone Company of London Limited
Messrs. Howe Chambers,
Room 27B.

11 Queen Victoria Street, E.C.

MANAGER & SECRETARY.
GOLD WHITE.

2 Prospects of the Edison Telephone Co. - providing you do not see your deferred interest. - so you have both aspects of the case - & will be able to decide the matter for yourself. If you come to a conclusion different from mine don't hesitate on my age to say so. My main point in reorganizing the Company is gained in the Contracts which have gone out for your signature - the subsidiary points of looking to your future Dividends are of less moment. My notion is that the Co. have made you a liberal offer more to get rid of you and than to become possessors of a hand for closing up the concern - they want no more to do with him - Bell Co's stock is at a high premium but whether it will be taken

a large amount of the New Co's Stock is thrown upon the market or not is another thing - In any event the question for you is - Are you likely to get 10000[£] from your deft interest after the Co has repocketed the 30000[£] already paid you & a 5% in their Capital additional - ~~and~~ then dividing the remainder by 2 = Will half of it Equal 10,000[£] shares in the new Co immediately in hand - & saleable if you so elect - Suppose we say at the present premium - about 50%? Rose colors Eh? - Think it out carefully & say what you think - Providence will always do you justice

Yours and sent me the Lawyers bill for preparing my contract with him - £9.12 = about 50[£] in all - just 50[£] more than the same contract cost between you & I in America? I paid it.
Yours E.H.

The Edison Telephone Company of London Limited
Messrs. Messrs. Chambers,
Routledge & Co.,

11, Duran Victoria Street, E.C.
London. 18.

MANAGER & SECRETARY,
ARNOLD WHITE.

Ed.
I enclose a Circular which
is being sent out to Shareholders.
It explains itself - White has
today gone to visit the Manchester
& Liverpool Boards and explain
the situation to them - so that
when the extraordinary General
Meeting is called they will be
prepared for action - You see
by all this that the End of the
Edison Co - as a separate Organization
is at hand - I have done what I
could to save it. but with such a
Mill stone as Geo E. Edwards tied
to its neck. and all the Deep Sarg.
& uncertain Pitfalls - in Patent suits -
Strong Opposition - Posh of Spirits etc etc
The task has been a too Herculean
one - Had I had absolute power
a couple of months ago. The Edison
Co would have had an independent
existence & plenty of Cash today
Yours E.A. Whelan

PAID 10/10/80
"GOURAUD, LONDON."

N^o 7.

S. S. City of Berlin

6. Lombard Street, E.C.

London, 22nd April 1880

Thos. A. Edison Esq
Menlo Park

New Jersey U. S. A.

No. 4 Dear Edison,

On the 9th of this month the
London Company received from you a
shipment of 50 instruments on account
of the "First 300". They also received a
letter from you stating that the Aps
would be forwarded to me.

I have never received these Aps
I write this as a way of a reminder. I
would suggest that you complete this
order as quickly as possible so that I
can close up the Aps with the Company. I
believe they are between 140 & 150 instruments
to come yet.

Yours truly

Geo S Gauraud
G.S.

Letter answered told him I had sent samples
was also copy of his letter to Successor and was
wrote from which I received Mr. Wallace reply
The Edison Telephone Company of London Limited
Marston House Chambers,
Romeo St. W.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

11, Queen Victoria Street, E.C. 4.
London Oct 24th 1880

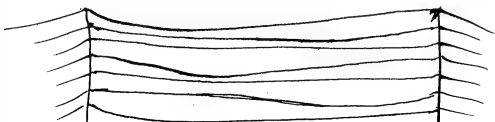
My Dear Edison

The 25 miles of compound wire
sent me is useless for the purpose
I ordered it viz: running long
spans where many wires were
required. It is so badly made
that while in some sections it
has little or no copper on it
- in others it has such a heavy
deposit as to make it measure
fully up to a No 9 Gauge.
This makes it impossible to use
the connections sent - as the wire
is either too loose, or will not
go in them at all. But more
important still; its uneven size
produces an uneven sag in
the wires which yields this result
(you know we use only Poles
on House tops)

MANAGER & SECRETARY.
ARNOLD WHITE.

*The Edison Telephone Company of London, Limited,
Messine House Chambers,
Browne St. W.
11, Queen Victoria Street, E.C. 4.
London.*

18



No Cross arms all wires
straight up & down the Pole
an absolute requirement on
pc of high Chimney Stacks -
Of course the same effect would
be produced in case a No. of
Cross arms were used.

It is simply impossible to pull
the wires up uniformly - and
as this is precisely what I
wanted the wire for, my object
is unattained

I enclose a couple of samples.

MANAGER & SECRETARY.
3 ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Mansion House Chambers,
Room 2713.

11, Queen Victoria Street, E.C.

London..... 18__.

Cut at random from a single
span, and am assured
by Mr Rose that some that
they put up was far worse
- I have today ordered these
spans taken down & Iron wire
substituted, as it is across
an Open Square over which
we were refused right of way
- but which we finally stole
across. Our space being limited
I wanted to run wires very
close, I could get on 15 Iron
& thought to put in 20 Compound
but find to my disgust I can
only get on 10. This experiment
of mine was being watched by
the Mess Siemens & by the P.O.
& the Bell Co - & its failure
damns the wire & mortifies
me - Is it bad work - or is this
the best they can do?
Yours truly E. A. Johnson

1
Edison
Menlo Park

Apr 27, 80

Send Chalks first steamer
Johnson

7 London
Holt

N.P.

Apr 27, 80

Edison
Menlo Park

Cable views my letter on
amalgamation and sale
revisionary interest
Phonos

15 London
1:42 P.M.

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London, Limited,
Messrs. Hume Chambers,
Room 2013,

11, Queen Victoria Street, E.C.

London. Oct 27th 1880.

My Dr Edison

It has been found that Gouraud has the power to outvote the company in matters relating to amalgamation that is to say in ordinary matters a mere majority is sufficient - this the Company have - but in a matter of this importance it seems a vote of $\frac{3}{4}$ is requisite - this was evidently slipped into the contract by Gouraud without the Company seeing its bearing - at all events they have only fresh ruin ahead of it: Its operation is to give your vote the power to stop further progress - and you may be sure Gouraud is availing himself of it: There is therefore but one thing to do viz: Make a direct appeal to you to nominate a new Director. This is to be done formally by a vote of the Board today and White is to go out to see you in person in regard to it: Meantime we

(2)

MANAGER & SECRETARY.
ARNOLD WHITE.The Edison Telephone Company of London Limited
Aldwych House Chambers,
Temple B'113, 11, Queen Victoria Street, E.C.

are at a stand still ~~on the contract~~
which has just gone out & you will
not now be signed by the company
as it simply pays over to you a large
sum of money without in the least
leaving them at liberty to work
out their own salvation. Thus you
see a still further confirmation
of my charge that Gourauds

grasping policy operates to prevent
the consummation of what is today
possible untidly tomorrow finds it
impossible. It will be the same thing
with this matter of Amalgamation
unless you take the Bull by the Horns
& displace Gouraud. The Bull Co
are already growing restless under
the delay and it is an open question

whether they will consent to allow
the proffered terms to stand after
May 1st - the day fixed for final
action on our part.

It is all very well to say - let amalgamation
go - and go on independently - but

3

MANAGER & SECRETARY,
ARNOLD WHITE.The Edison Telephone Company of London, Limited,
Albion House Chambers,
Romeo Bldg.

11, Queen Victoria Street, E.C.

What chance of ~~success~~ has ~~the~~
 Concern under such circumstances
 - all the zeal has been taken out
 of our people by a long array of
 unexpected obstacles - we might
 go on and even succeed fairly
 well. but what prospect would
 you have of ever realizing
 anything from such a weak
 concern. It is not good policy to
 go against the line of action
 the shareholders mark out as
 the surest & speediest way for them
 to earn a profit on their investment
 - since by so doing they earn a profit
 for you also.

If you and I succeed in holding things
 in check until the present board
 are frozen out I would not
 give you 1000 £ for the whole
 of your interest

The Company will ask you to
 nominate me as your representative
 on the Board. You must not

The Edison Telephone Company of London Limited
Messrs. House Chambers,
Temple 17/18.

11, Queen Victoria Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

4. I think I want this for any other purpose than to consummate the present negotiations. Immediately they are happily closed I shall resign the position and return to America. There is no longer any room for action here. It is all stagnation. - & When the new company is formed you will not have sufficient direct interest in it to care whether I remain or not. It is therefore only a question of terminating the present lock. & putting 25,000 £ in our pockets. - yourself, yourself & I =
You will be made fully aware of the terms & conditions of the proposed amalgamation as well as of the financial & other difficulties of our company, by White who has been, next to Boring, the most valuable instrument in promoting the success of your interests here. You should in some manner reward him. He is like myself working for a

The Edison Telephone Company of London Limited.
Messrs. House Chambers,
Room 3013,
11, Queen Victoria Street, E.C.

5 MANAGER & SECRETARY,
ARNOLD WHITE.

living - and a thousand pollards
- say of the United Companies etc.
Would be a liberal compensation
- You said has promised him a
Even Equal to this - But as he only
gave a verbal promise & is now
at Loggerhead with him you can
readily see the chance of its ful-
fillment are as slender as a
thread of thought in a weak mind.
Holmes is over here looking up
Anti-page Patent evidence - Muirhead
has been to see me - He speaks very
disparagingly of your light - but
cornering him after my usual fashion
by boiling his generalities down to
particularities I could only get
out of him that your Glass was
very common - but that he had
suggested annealing - to you!!!! -
and secondly - That you were very
wrong in not accrediting people
on this side with having done
anything - to which I retorted that

The Edison Telephone Company of London Limited
Messrs. House Chambers,
Riverside Buildings,
11, Durnley Victoria Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE.

All the evidence ^{adduced} by your bitter enemies of the English Scientific Press - showed that had been nothing done in your direction deserving of more than passing mention - One more thing - He says you are too absurd in your criticisms on mathematicians & mathematicians - He tells with a sort of withering smile how you button holed him on the subject - In short my Boy you are not loved over here by these fellows - You have committed the grave error of having exceeded

Truly Yours

Edison

28th April 20

Colonel G. R. Gouraud,
6, Lombard Street, E.C.

Sir,

With regard to the accompanying extract from yesterday's minutes, I may perhaps explain that the reason why the Company will be glad to have ^{an} explicit statement of your views with regard to the exercise of your voting power on the special resolutions involved by any amalgamation scheme being carried out, is in order to prevent the futility of such a meeting being held when the objects for which it is summoned are beforehand doomed to failure.

You will perhaps therefore be so good as to express within a reasonable time, your determination on the subject. It is most important in view of the Company's present financial position that there should be no avoidable delay. The other side are also entitled to know specifically whether the Company can or cannot carry out the proposed arrangement.

I am, Sir,

Your obedient servant
Wm. L. Maitland

Extract from Minutes of Board Meeting
April 27th 1880.

The proposed agreement with the Telephone Company Limited was submitted and approved subject to the expression of Colonel Gouraud's intention to support such resolutions as may be necessary to give legal effect to the agreement by the Shareholders of the Company.

The Edison Telephone Company of London, Limited
Messrs. House Chambers,
Rome St. 113.

MANAGER & SECRETARY,
ARNOLD WHITE.

11, Queen Victoria Street, E.C.

London April 29th 1880

My Dr Edison

I yesterday telegraphed you asking
for your views on Amalgamation
& the sale of your deferred Royalty
interests as sketched in my letter
of a fortnight or more ago -
I got no reply whatever - meantime
Californian and Conies around and
makes profuse Apologies & white
for former ill treatment & & &
tenders the Olive Branch in a
lovely & gracious manner - White
takes it all in & waits for the
sequel - i.e. - what it is all for -
which is soon developed by the
Question - "Now White tells me what
has been done about Amalgamation
Of course White pretended to give
him all the points - but didn't -
as we know the cat is trying to
drive a private bargain of his
own - & came directly from the
Bell Co to White's office - Evidently
sent on galloping white out

The Edison Telephone Company of London, Limited,
Alderman House Chambers,
Rounds, E.C.4. 11, Queen Victoria Street, E.C.4.

2
MANAGER & SECRETARY,
ARNOLD WHITE.

Showing the hand of ~~Edison~~ Company
- White then said. "Now Col- as
You seem desirous of working
in harmony with us - Will you
give to me personally - & thus
avoid the expense of a legal
intermediary - a definite answer
to the question as to what course
you intend to pursue with
reference to ~~the~~ amalgamation
Do you intend to vote for or
against it?" He said Certainly
I will give you a definite reply
- White then writes the enclosed
- the reply to which will definitely
decide the matter of White's wish
to you. Hence the importance
of my cable to you - The Co are
very anxious to have an expression
of your views in the matter
in order to govern their actions
It is awkward work to
have to deal with a man
who will not act - on the one

The Edison Telephone Company of London, Limited,
Messrs. House Chambers,
Riverside Buildings,
11, Queen Victoria Street, E.C.

3
MANAGER & SECRETARY,
ARNOLD WHITE.

Wanted - or with Londonian 2000
Miles away - and that at a
time of such financial em-
-barrassment as to render
prompt action of vital importance
If you would speak your
Mind freely both to yourself
and to me - it would facilitate
Matters wonderfully. No matter
What your decisions might
be - I know it is annoying to
you to have to think of these
things - But damn it all if you
will go on turning the world
topsy turvy with your innovations.
On established Order you must
expect to bear more than one
man's share of the Labor of
~~maintaining~~ dispensing the
Chaos you make -

Truly Yours

Edison

The Edison Telephone Company of London Limited
Auction House Chambers,
Room 2113,
11, Queen Victoria Street, E.C.

MANAGER & SECRETARY,
ARNOLD WHITE,

London
Mr. Undersecretary
I wrote you that ~~He~~ understood
from me that you were in
favor of Amalgamation -
This is a damned lie - as neither
he nor any man in England
has ever by any possible torturing
of my expressed views been able
to get from me any other than
the expression that you
consented to Amalgamation
as a concession to the people
who had put their money in
your invention & asked of
you an endorsement of
this method of getting it
back with a profit. This is
well understood - & I guarantee
simply lies when he says I
represent you as in favor
of Amalgamation -

Yours
Ed. Johnson

Manager
E. W. PEARSON.

W. H. M. J.
The Edison Telephone Company of Glasgow Limited.

13, Royal Exchange, Glasgow.

Glasgow May 13, 1880

Thomas E. Green Esq.

Dear Sir.

I just received notice this P.M. with reference to my salary. The way it stands now I suppose you think I'm a liar, and that is the reason that I want to send an explanatory letter as far as possible to clear myself. When I first arrived in London with Jim, nothing was said to me about salary. Supposed you had written to them and made it all right. I worked the first week, and when Friday Night came, stopped up for myself, and was told that they did not know who I was, that I was not listed on the books.

I was treated in a damn shabby manner, and if it had not been for the kind intervention of Col. Courant, I would have been left in a hole. But he straightened it out for me, and I received my salary. Mr. White had never said a word to me about salary. So when the next pay day came, I received the same as Jim, and thinking that you had written to them concerning it, I concluded it was all right. Nothing has been said from that day to this. I have drawn the same salary ever since. So you may judge I was surprised to-day when Mr. Pearson told me. Believe me if there was any mistake made, it was not through any lying on my part. I have proved myself fully capable of performing all the work they have to do.

and it is rather a sorrowful
to go on \$600. I was making
more than that before I left
Mind's Park. I had hoped to
get more. You know when
you spoke to me about salary,
you said, - Well \$600 a year do
you for the first year, I said
I don't think that is quite
enough, but you heard best.
Nothing more was said about
it. Therefore I had hoped you
had given me more, and
when I received my first
payment in London, without
having been asked a question
I took it for granted that you
had made it more. That's the
way the case stands. I'm
sure there is not much prospect
for a raise here anyway.
There are two or three dozen
in London, getting \$700. That
I know. And so this week
that's all.

Must close now. Hoping
you will accept this explana-
tion just as the case stands.

I remain
Your humble servant
Wm D. Gregory
13 Royal Exchange, Square.
London
England.

T. A. EDISON,

3

Menlo Park, N. J., May 5 1880.

Phonos

London

Gowlands bust idea
good ~~but~~ ~~objections~~, investigate
with lawyer, ^{what's} ~~some~~ objections.

12. Menlo Park May -
6

1214
9th

T. A. EDISON,

Menlo Park, N. J., May 5 1880.

~~My dear~~

Wentworth London

Like your trust scheme
but must satisfy Johnson

10 Menlo Park

12¹¹ G. H. O.

May 6 1880

Menlo Park London

Agreement Adriatic

4 paid \$300
by S. L. in N.Y.

Off George Ruskaw.
2 Suffolk Lane
London EC

sent from ref by 24/4 May 6, 50

Edison Co. wired
to ~~London~~
for

Edison
wired
to Washington
May 15, 50

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company's TELEGRAPHIC and MESSAGE SERVICE messages only are received, listing its facilities, which have been granted to it by the Government of the following countries:
AMERICA, the British Empire, and the United States of America, in the Eastern Hemisphere, and the Dominion of the United States of America, in the Western Hemisphere.
The message is UNREPEATED MESSAGE and is delivered upon the receipt of the order, under the conditions made above.

A. R. BROWNE, Secy.

MORVIN GREEN, President.

Dated

New York

5/11/1880

Received at

9.01, P.M. Secy of

To

C. Dixon

READ THE NOTICE AT THE TOP.

*U. S. Union notice
of the independent
union of the
Self and Government
1. H. H. H. H.*

*Johnson
London*

MANAGER & SECRETARY.
ARNOLD WHITE.

Edison Telephone Company of London Limited
Telegraph House (Chancery),
Riverside Buildings,
11, Queen Victoria Street, E.C.

My Dear Edison London May 12th 1880.

Public notice of amalgamation
will be issued in a few days
And as I have declined position
under the new company I will be
practically free - As I do not hear
from you on the subject of the E.L.
I conclude you are not yet ready
for me. I am therefore laying my
plans as follows - wind up with
this Company about the 1st of June.
Take a short trip on the Continent.
Come back here - & take steamer for
New York about middle of July -
I presume you do not intend to
do anything in England until you
have started the thing in New York
- Certainly it issued, not be wise
to do so - beside I shall want to be
a little better posted on all the
various details before attempting
to bring it before the Public -
And further more my wife
is naturally enough very anxious

The Edison Telephone Company of London, Limited.
American House Chambers,
Riverside St. E.C.4.

MANAGER & SECRETARY,
ARNOLD WHITE.

to get home & see ~~other~~ people -
so unless you have decided
reasons for wishing me to
begin operations here immediately.
I will carry out my programme,
let me hear from you one
way or the other as soon as you
get this - as I want to know what
I'm going to do before I leave
London for my little trip on the
Continent.

Hubbard, Brooks & Holmes have
all been in to see me - expect
lots of Americans over during
next month or so. Brooks is
trying to sell his cable. Hubbard
to market his telephone on the
Continent - and Holmes hunting
up Anti Page Patent evidence.

I showed Latimer Clark the light
today. He was very much pleased
with it. What disposition do you
wish me to make of the 5 Lamp?

I have?

Yours E.H. Johnson

CHAS. HENRI,
"CURIAL, LONDON."

S.S. Algeria

C. Lombard Street, E.C. 4.
London May 20th 1880

Thos. A. Edison, Esq.
Menlo Park
New Jersey.

My dear Edison

I have exchanged the further agreement between yourself and the Edison Telephone Co of London, Limited, and have received the two notes for £5000 each, and am hoping to arrange to have them discounted to close the thing up.

I have seen your letter to Courvenot with respect to closing up your reversion for £10,000 of United Telephone Co shares and am glad to find that you agree with Johnson and myself on this point.

Gardner Hubbard is here and I am making arrangements to include the Bell telephone with yours for some of the countries contemplated in our foreign company. The assents to the principle of putting them in on equal terms and getting what we can in cash and shares for them.

The amalgamation with the Bell Co. London

substantially settled a meeting of the shareholders called for the 1st proximo, to ratify the action of the Directors.

Our Company have issued £15,000 more share capital and offered it pro rata amongst the existing shareholders who have all so far as heard from, with one exception, taken their pro rata, several stating that they will be glad to take any more that may not be taken up by others.

I have invited Bouverie to take the Chairmanship of the International Telephone Construction & Maintenance Co. He seems pleased with the suggestion. He are working up the details and hope shortly to send out an agreement for your ratification -

Yours truly

Wm. J. W. W.

Dated

1880.

THOMAS ALVA EDISON
AND
THE EDISON TELEPHONE COMPANY
OF LONDON LIMITED.

Further Agreement.

ROKSHAW & RENSHAW,
2, SOFOLK LANE,
CANON STREET, E.C.

WATKINHOUSE & WINTERBOTHAM,
1, NEW COURT, CANBY STREET,
LONDON'S INN, W.C.

Printed: Sir Joseph Causton & Sons, London.

An Agreement made the _____ day of _____ 1890 Between
 THOMAS ALVA EDISON of Menlo Park, Middlesex County, New Jersey
 U.S.A. of the one part and THE EDISON TELEPHONE COMPANY OF
 LONDON LIMITED (hereinafter called "the Company") of the other part.

WHEREAS by an Agreement dated the 14th day of July 1879 and made between the said Thomas Alva Edison of the one part and the Right Honourable Edward Playdell Bouverie and others of the other part certain provisions were made for the formation by the parties thereto of the second part of the Company for the purpose of purchasing and acquiring the Patents mentioned in the schedule thereto and for the payment by the Company to the said Thomas Alva Edison of an advanced royalty of £5000 and of other sums therein mentioned and in the said Agreement were contained certain provisions with reference to the formation and promotion by the said Thomas Alva Edison of District Companies for the purpose of supplying Telephones with the proviso that no such District Companies should be formed except for and within a district or districts co-extensive with some Parliamentary borough or boroughs or with some of the Metropolitan Postal Districts other than and except the East Central Postal District and power was given to the Company to take any one or more or all of the Metropolitan Postal Districts on payment to the said Thomas Alva Edison of the further sum of £5000 by way of advanced royalty in respect of each Postal District so taken AND WHEREAS by another Agreement dated the 1st day of August 1879 and made between the said Thomas Alva Edison of the one part and the said Edward Playdell Bouverie and others of the other part and annexed to the said Agreement of the 14th day of July 1879 certain modifications were made in the terms of payment of the consideration by the Company and as to the provisions with reference to District Companies and otherwise AND WHEREAS the Company was duly registered and incorporated on the 2nd day of August 1879 one of the objects for which it was established being the adoption and carrying into effect of the said Agreements of the 14th of July 1879 and the 1st of August 1879 subject to any modifications in either or both of the said Agreements which might be agreed upon between the Company and the said Thomas Alva Edison AND WHEREAS the said Patents have been assigned by the said Thomas Alva Edison to the Company and the sum of £5000 by way of advanced royalty was on the 2nd day of August 1879 paid by the Company to the said Thomas Alva Edison in pursuance of the provisions of the said Agreement AND WHEREAS by an Agreement dated the 8th day of October 1879 and made between the said Thomas Alva Edison of the one part and the Company of the other part it was provided that no District Company should be formed for or within the Parliamentary boroughs of Manchester Liverpool or Birkenhead or any other borough situate wholly or in part in the County of Lancaster and that the Company should pay to the said Thomas Alva Edison a further sum of £10,000 by way of advanced royalty in respect of the said boroughs AND WHEREAS the Company did on the 24th day of November 1879 pay to the said Thomas Alva Edison the further sum of £10,000 by way of advanced royalty AND WHEREAS by an Agreement dated the 7th day of November 1879 and made between the said Thomas Alva Edison of the one part and the Company of the other part provisions were made with reference to the district of a District Company about to be formed by the said Thomas Alva Edison to be called "The Edison Telephone Company of Glasgow Limited" and certain general provisions were made applicable to all further District Companies AND WHEREAS the Edison Telephone Company of Glasgow Limited was duly formed and registered on the 28th day of October 1879 but no other District Company has been formed or registered AND WHEREAS the said Thomas Alva Edison and the Company are desirous of further modifying the provisions of the hereinbefore recited Agreements so that the said Thomas Alva Edison should give up the right which he now has of forming any other District Company in any part of the United Kingdom to the intent that the Company may enjoy the same powers and privileges throughout the United Kingdom except in the district of the Glasgow District Company as they now enjoy in the E.C. Metropolitan Postal District and in Lancashire and so that the said Thomas Alva Edison should give up his right under article 3 of the said Agreement of the 14th of July 1879 to a royalty of £20 per cent. of the gross rent or purchase money of each Telephone leased or sold by the Company and should be entitled only to a sum equal to the amount of dividend actually divided among the Shareholders in any year after payment to them of a dividend at the rate of £5 per cent. per annum on the Share Capital for the time being actually paid up of the Company shall have been made in manner hereinafter more particularly specified and so that the said Thomas Alva Edison should abandon his right to determine the form of Telephone to be used or leased or sold by the Company and also his rights under articles 20 and 22 of the said Agreement of the 14th of July 1879 and so that the Company should pay to the said Thomas Alva Edison a further sum £10,000 by way of advanced royalty and so that such provisions as are hereafter more particularly

specified should be made with a view to the amalgamation of the Glasgow District Company with the Company AND WHEREAS the provisions of the hereinbefore recited Agreements have to a considerable extent been fully acted upon and in other respects are superseded and rendered unnecessary by reason of the proposed abandonment of the formation of District Companies AND WHEREAS for the purpose of convenience it is proposed to embody in this Agreement such of the stipulations between the Company and the said Thomas Alva Edison contained in the hereinbefore recited Agreements as are considered to be now in force with the exception of those relating to the constitution and management of the Company which though still in force have been embodied in the Memorandum and Articles of Association of the Company and of those relating to the Glasgow District Company which are embodied in an Agreement dated the 23rd day of October 1879 and made between the said Thomas Alva Edison of the first part the Company of the second part and the several persons whose names are subscribed in a schedule thereto of the third part And also with the exception of the clause numbered 12 in the said Agreement of the 1st day of August 1879 which relates to an Agreement believed to be void or incapable of being enforced

NOW THESE PRESENTS WITNESS and it is hereby agreed as follows—

1. The consideration to be paid by the Company to the said Thomas Alva Edison for the said Patents shall be a royalty during the continuance of the said Patents or of any Patent for any substantial improvements of a sum equal to the amount of dividend actually divided among the Shareholders in any year after payment to them of a dividend at the rate of £5 per cent. per annum The royalty shall be payable yearly at the same time that the only or as the case may be the last payment for the same year in respect of such dividend is paid Provided always that no royalty shall become due or be paid or under the provisions of clause 2 be credited in any year until after a dividend at the rate of £5 per cent. per annum on the Capital for the time being actually paid up shall have been paid in such year and also such further dividend as shall be necessary to make up the deficiency of such dividend in any prior year or years

2. The Company shall pay to the said Thomas Alva Edison the further sum of £10,000 by way of further advance on account of the payments contemplated in clause 1 by means of two promissory notes to be made by the Company and delivered to the said Thomas Alva Edison or his Agent upon the execution of these presents the one of them for the sum of £5000 payable on the 30th day of June 1880 and the other of them for the sum of £5000 payable on the 31st day of December 1880 No further sum in respect of the said royalty shall be paid by the Company to the said Thomas Alva Edison until the said royalty shall have made up the said sums of £5000 £10,000 and £10,000 with interest computed from the days of payment thereof respectively at the rate of £5 per cent. per annum on the said sums of £5000 £10,000 and £10,000 or on such part thereof as on the 1st day of January in each year shall not have been made up

3. The Company shall be entitled without further payment to all extensions of the said Patent rights and to all improvements upon the said inventions or the application of the same which may be made by the said Thomas Alva Edison during the continuance of the said Patents

4. No District Company shall hereafter be formed or promoted by the said Thomas Alva Edison

5. The Company shall be at liberty to offer to the Glasgow Company terms for amalgamation and if so required by the said Thomas Alva Edison within three calendar months from the date of these presents the Company shall be bound to accept terms for amalgamation at par if offered by the Glasgow Company The amalgamation in the latter case shall be carried into effect by means of a voluntary liquidation of the Glasgow Company and a sale of its business plant wires instruments batteries and other assets to the Company under S. 161 of The Companies' Act 1862 but the Company shall not be bound to amalgamate unless every Shareholder (other than the Company) in the Glasgow Company shall agree in writing to accept for his share or shares in the Glasgow Company either a share or shares in the Company with a like aggregate amount credited as paid up thereon or cash to the amount actually paid up on his share or shares or partly such share or shares and partly such cash at the option of the Company such option to be declared within two calendar months after all such Shareholders shall have so agreed in writing as aforesaid Provided always that the amount payable by the Company (whether in cash or in shares) shall not exceed the sum of £17,000 and further that all the debts and liabilities of the Glasgow Company shall be paid and discharged by the Glasgow Company and without

resorting to the now existing plant wires instruments or batteries of the Glasgow Company all of which shall be purchased and taken over by the Company for the consideration aforesaid and without any additional payment whatsoever. In the event of such amalgamation taking place the sum of £10,000 paid or to be paid by the Glasgow Company to the said Thomas Alva Edison by way of advanced royalty shall be deemed and taken as a further payment by the Company by way of advanced royalty and all the provisions of clause 2 shall extend and apply to that sum as well as to the said sums of £5000 £10,000 and £10,000 therein mentioned and the district of the Glasgow Company shall be deemed to be for all purposes subject to the provisions of this agreement in the same manner as if the said agreement of the 7th day of November 1879 had never been executed.

6. The Telephones used or leased by the Company or sold by it may be of such form as the Company shall from time to time think fit

7. The said Thomas Alva Edison and the Company shall at the expense of the Company enter into and execute all such further deeds and agreements as may be necessary to give full effect to the provisions of these presents and any point in difference as to what shall be contained in such further deeds and agreements or in reference to the carrying out of any of the clauses of these presents shall be referred to the decision of two impartial persons to be appointed in the usual way and their umpire

IN WITNESS whereof the said Thomas Alva Edison hath hereunto set his hand and the said Company hath caused its Common Seal to be hereunto affixed the day and year first above written

N.Y. 25
Edison

May 25. 80
1257

Have you signed agreement
East Kent. You by London Company
I have letter from Johnson
as to it. Wire me and I
will come out or send letter.

Mr Moore Case Mercantile Trust
Co. 57 South Street N.Y.

28 paid
Hog

YES have signed

Edison

N^o 10

C. S. Adriatic

CHAS. ADRIATIC
"CORNUA, LONDON."

6, Lombard Street, E.C. 4.
London 25th May 1880

Thos A. Edison Esq
Manito Park
New Jersey, U. S. A.

Dear Edison

Kindly sign the two Powers of Attorney enclosed authorizing me to endorse the two notes for £5000 each, which I have received from the Edison Company. Please have the Notarial seal affixed and duly certified by Consul in the usual manner.

My general Power of Attorney would cover the above but I think that it may be necessary in having the notes discounted to attach to each note a Power of Attorney, which will be the most easily done by attaching the enclosed

Yours truly

Chas. Adriatic

London May 25, 80

L. Colquhoun

Power of Atty
signed & sealed July 8, 80

Attest

Notary Public

For the purpose of

Power

of Attorney

in and out of Court

and in all other

respects as fully

as if personally

present and acting

in person

in all respects

as if personally

present and acting

1880

Witness my hand

at London

the 25th day of May

1/ Cable of file

May 25 1880
1230

Edison memo Park

Howard imperilling amalgamation
by new and absurd demands
Cable him following withdrawal
claim to profit on United Company
Capital vote for amalgamation
without further demur answer

Phonos

32 London
H. G.

2 May 26, 80
Menlo Park
London

What causes delay
Amalgamation

7 Menlo Park May 26, 80

10²⁰
9 14₀

3

Edison

May 26, 50
2:10

men's Park

Shareholders meeting next
Tuesday

London Street
Hwy

P.O. Box 679, 59 Lemond St
New York May 27th

Dear Sir

Since visiting you at meals
I have been absent in San Francisco &
on my return here on Sunday morning
last. I found the enclosed from our
Mutual friends Johnson which has been
lying here for me since then to the last.

I used you in the 25th
saying if you had signed the agreement re-
ferred to by Johnson, & have your
answer. "He have signed"

Kindly inform me whether you inserted
the clause "optional with the Slaffm
Company" or altered the agreement to
meet Mr. Johnsons view or not.

Maybe you would kindly
send me the agreement or a copy of
it, which I will return to you after
perusal, so that I may know just
how the affair stands.

If necessary
I will come out & see you. Though the

excessive heat of the past few days has
almost knocked me up. Not being
used to such a temperature -

Kindly return Mr. Johnson's
letter.

I have \$15,000 in the
Glasgow Co. and \$25,000 in the
London Co. and being away from the
immediate scene of action I am
naturally anxious as to how my
interests are being affected.

Yours very truly

W. M. Moore

J. A. Edison, Esq.

Director

Edison Telephone Co.
of Glasgow (L.C.)

3rd May 31.80.
Edison
322
Merry Lane 127

Have seen Bonavies Gourauds
Cables dont cable reply
Either all will be right
Phonax

London.
Direct
Hoy

T. A. EDISON,

1
May 31, 1880.
Menlo Park, N. J.

Edison Menlo Park

Amalgamation in great peril if
it fails Company must wind up board
and myself will abandon it. Board
asks fresh terms last moment inadvisable

Rush answer shareholders meeting
tomorrow last chance Bourvis
Quicphone

to London
14.9.

Menlo park
London.

May 31

Telegrams state you ask for
fresh terms which will ~~imply~~
amalgamation, the terms
stated in your letter satisfactory
to me why not close matter

up
24 Menlo Park May 31
2 PM 1880

4
Edison
May 31, 80
Minto Darling 326

Counsel advised, settling your
reversion before amalgamation
This endeavor frightened Bourvic hence
his misleading Cable I shall vote for
amalgamation as independent share-
holder but not as your proxy which
is unnecessary and Counsel advises
would jeopardize your future
your only course silence &
guarantee amalgamation

Gouvard

49 London Street
#26

2

May 31. 1880
107

Edison

Call upon your approver
and signature -

Thos

9 London
Lthly

London

Phone London
I will if I know the date
11th March 1880, Edison

~~Resistant signed appears to~~
~~be sufficient and signature~~

~~I did approve amalgamation~~
~~but is not of~~

~~You and yourself have~~
~~mixed up~~

~~Cannot answer to be pleased by~~
~~you and yourself~~
~~Edison~~

Phonics

I will if I knew the
basis.

Edison

Phonics
May 21, 20

2 cases

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and DELIVERS messages only on condition, limiting its liability, which here
limits its liability to the extent of the Company's assets.
Messages are to be sent only to the station to which the message is addressed, and the Com-
pany will not be held liable for any loss or damage to messages or delivery of messages.
This message is an UNREPEATED MESSAGE and is delivered by request of the sender, under the conditions
which are in effect.

A. R. BREWER, Secy

NORVIN GREEN, President

Date: Cable Cable May 4 1880

Received at: Edison

Mundo Park

READ THE NOTICE AT THE TOP.

Contentment on reverency only
basis as you know
it cable approval and payment
without prejudice your interest
in future profit
Phonograph
London
ca. 7

1 Cable June 1. 80

Edison memo Park

Qualification unanimous
Both Companies

Goussard

London
H. G. 7

The Edison Telephone Company of London Limited.
Marine House Chambers,
Rome St. 153.

MANAGER & SECRETARY.

G. ARNOLD WHITE.

11, Duke of Victoria Street, E.C.

London June 2nd 1885

My Mr Edison
Thanks to your keeping your grip
on the Reus Amalgamation
was happily accomplished yesterday
PM. at 2 o'clock, by a unanimous
Vote of the Shareholders of both
Companies - General voted for it
- though protesting up to the last
moment that unless certain things
were done he would not =
The New "House of Contentment" was
simply this = Under the plea that
if he consented to Amalgamation
his future interests might be destroyed
by reason of ~~the~~ possible misconstruction
of the Clause referring to a
division of the Profits with you -
He demanded either one of two
things as the price of his consent
4th

The Edison Telephone Company of London, Limited
Mansion House Chambers,
Renaissance Bldg.
11, Cannon-Street, London, E.C.

2 HARPER & SECRETARY,
ARNOLD WHITE.

They were - 1st That the Edison Co
should bind themselves to hold its
Shares (Edison Co Shares) - in Trust for
the joint benefit of yourself & their
Own - - thus making their Shares
unmarketable & preventing them
from reaping any advantage from
Amalgamation.

2nd That the surplus of Shares of
the New Co over those of the Edison
Co. obtained by the trade - say
43,000 £ - should be considered
as a profit - and immediately
divided between you & the Co -
- or in other words giving you
21,500 £ - for your reservationary
interest - & leaving the Co £ 21,500
only - as their entire possible
profit - on the whole ^{Telephone} Venture
- Both these things were simply
inadmissible & Bouverie finally
got mad - & swore St Goussard
did not vote for Amalgamation

Without such terms the Bourne
 would throw the whole Lumber
 business up - & let the responsibility
 rest with yourself -

At the instance of Bourne I
 sent you a cable simply asking
 you to cable your approval of
 amalgamation =

Approved then sent for me & I met
 him Reuschow & Parish - Reuschow
 gave it to me as his legal opinion
 that unless the Company gave
 some additional guarantee
 there was contained in the last

Contract with you - Your future
 was not properly protected - they
 then made a dead set on me
 to get me to join yourself in
 a telegram to you - asking you
 not to interfere = I positively
 refused - And after a long discussion

I finally got the three of them
 to pledge me their word of honor
 that come what might - they would
 vote for amalgamation - I then

cabled you that I had seen both
 Bourne & yourself cables &
not to cable - I then went home -

- rather more than half suspicious
 that yourself afterwards changed
 his cable so as to make me
 say I had seen something quite
 different from what I did.

However - your cable saying

4
You would approve if you knew the
basis - Came at 10 Pm. & was
sent to White & by him to me -
We came to the office to answer it -
& I was in a devil of a fix
to know how to answer it - for
you see I was between 2 fires
I had cabled for one party
asking you to do it & for another
asking you not to - Now if I
went back on me & the thing
failed for want of your approval
I was responsible - On the other
hand I did not want you to
unqualifiedly approve - because I
did think you and should have
some assurance from the
Co. that your interests would
not be affected by amalgamation
- As I had got Reishaw to admit
that a simple assurance of
the Board - in writing - was ~~just~~
quite sufficient - I had the word
of honor of Reishaw & Pariah
that with such assurance
from Mr Bouverie they would
be content to vote - and knowing
that Mr Bouverie would cheerfully
accord that - I finally cabled
you to cable your approval
without prejudice to your future
- This you did not do - I am
sorry to say - but fortunately
15 minutes before the meeting

Spruand met & told B-
that such simple assurance
was all he required - of course
got it immediately -
The real fact is this -
Spruand's power passed from
him by amalgamation - and
with in his last chance of
a squeeze - He therefore laid
himself out to get another
100,000 £ - In fact he admitted
so much to me by saying
"Now don't breathe what I have
told you as to my determination
to vote tomorrow - They may come
forward yet with an offer to
pay 15 or 20,000 £" -
There you have the whole thing
in a nut shell - Your future
is all right -

Now in 72 - to that French.
Spruand wants me to join him
in a cable to you asking you
to sign it - If I do - He simply
manipulates it to his own ends -
Mr Bouverie is looking forward
still to an adjournment of this
matter with you - If you put
yourself in a French - you cannot
do anything without the consent
of the others in the French. Do
you want to do this? I think
not - at least until I can see
you - Say in Sept
Yours E. H. D. Whiston

N^o 12 S. Abyssinia

6, Lombard Street, E.C.

London E.C. 5th June 1880

TELE ADDRESS.
"GODAUD, LONDON."

Thos A. Edison Esq
Menlo Park
New Jersey U. S. A.

My Dear Edison

I write regard to the Trust Deed
concerning your American interest and which you
cabled me that you liked but to consult with Janson
and as I wrote you some time ago Janson approved
but thought it had better stand over till the
Amalgamation was accomplished I find
that the Deed has to be altered somewhat
to suit the altered circumstances and shall
hope to send you out by this mail, or if not
by the next a re draft which I trust will
be found to your satisfaction. Meanwhile do
nothing with the one you now have

Yours truly

G. Godaud

CABLE ADDRESS.
"GOURAUD, LONDON."

No 11

J. S. Gysseine

6, Lombard Street, E.C.

London, 4th June 1886

Thos A. Edison Esq

Manly Park

New Jersey U.S.A.

My Dear Edison

The several cables sent you on the 2nd ult from myself, Johnson & Prouverre became necessary in view of the then state of the negotiations with Norway with respect to your future interests under your contract with the London Company. Counsel advised me that I should have prior to the amalgamation between the Edison and the Bell Companies some definite assurance from the Edison Company of their intention to keep that Company alive for the purpose of working out your contract and against any possible technical contingency by which the Company might be compelled to wound up because of certain novel features in the situation, or in default of issuing such assurance I should capitalise your future interests through the payment to you of some definite proportion of shares in the Mather Company. I was moreover advised that until one or the other of these alternatives was definitely arranged for I should

2 - not agree to vote on your proxy for the
amalgamation but the fact of so doing
might be used against you in the future.
I at no time in the negotiations said that
I would vote your proxy against the
amalgamation but that is evidently what
Bouverie feared I would do if I did not vote
your share for it. Of course I did not
show him my whole hand but ^{allowed} him to
draw whatever inference ~~that~~ he might
please in the hope that I should get one of
the two things which I was advised was
essential in our joint interests. My
intention was that if I did not either get
a settlement in shares or such an
arrangement as Counsel advised would be
satisfactory as regards continuing the Bank
Company until some arrangements had been
made as to your future interests ~~that~~ I
should vote in my private capacity as
a shareholder for the amalgamation but
that I should not vote your proxy at all
thus accomplishing amalgamation but leaving
open under existing circumstances what I
deemed absolutely necessary in your interests.
Learning Bouverie had cabled to you I cabled
as I did feeling sure that you would not
interfere in a matter of so vital a character.

trusting to my discretion as you so often
have and I thank you for following my
advice and not calling to Bourne.

Before the meeting ^{on Tuesday} I received
a letter from Bourne which gave me all
the assurance I required (as I am advised by
Renehan) and I accordingly just before the
meeting placed in Mr Bourne's hands a letter
of which I enclose copy. Mr Bourne thanked
me for the letter and assured me that I had
entirely understood the meaning of his letter
and that I might rely upon his best endeavours
and those of the Board to secure your interests
against any prejudice in the future. The
resolution for amalgamation was passed
unanimously Mr Bourne in his speech in
concluding making very pleasant reference
to the hearty co-operation the company had
received from yourself throughout the relations
submitting a statement which secured the
approval of the Shareholders.

By way of a graceful conclusion
of the ceremony, in connection with the
usual vote of thanks to the Chairman, which
was proposed by a Shareholder, I rose and
stated that it seemed peculiarly fitting under
all the circumstances, considering my
representation of yourself, that I should record
the motion just proposed and that in doing
so it gave me great pleasure to acknowledge

in your behalf with thanks the pleasing
reference to yourself which had been made
by the chairman, ~~on~~ expressing his
appreciation of the cordial and deeply interested
cooperation which you had given to the efforts
of the Board, and that at the same time
it gave me very great pleasure to add in
your behalf that the manner in which the
Company as represented by its Board, had
treated you through out had been in every way
most satisfactory and that I felt sure I was
expressing only what you ^{at full} yourself would
have said had you been ^{in person} there, & sense of
the high appreciation in which you held
the liberal and active support which
the Company as a body had given in the
practical establishments of ~~one~~ of the
most interesting and valuable of your
many inventions. I resumed my seat
amidst sounds of applause which you
might have heard had you been listening
(which were naturally intended for
yourself rather than for your humble
representative.

The curtain may now be said
to have fallen upon the most important
act in this little drama and today
the Board of the United Company meets
and it is hoped that the united energies of
that distinguished Council will be

hence forth devoted to the active interests
of the business which, I believe will be the
case. It is generally felt that this com-
bination of the Bell and the Edison
patents will amount to us the practical
monopoly of the Telephone business in
this country and I sincerely trust that
will be the case.

As regards your future interests
they will depend of course entirely upon
the value of the United Company's shares
and I think the feeling exists to a considerable
extent amongst the shareholders that it
would be more desirable to give you
a certain proportion of these shares

I have been delaying matters as
regards the foreign company until the
conclusion of this amalgamation scheme
here because I thought it would be easier
to form the former when the latter was
completed. Besides the negotiations with
Gouverneur have occupied so much of my
time that all other matters have had
to stand over.

My hands however are now
free now in fact I have no other business
just now on hand and therefore I devote
myself exclusively to the formation of the
foreign Co. Yours very truly

P.S. Since writing the above the first meeting of the Board of the
United Telephone Co took place this morning and the following went off
pleasantly, whilst in the evening of the same day Col. Walker, Mr. H. J. H. H. H. H.
said to me as very excellent matter for the hour.

Copy - please have letter by postmark

Es,

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Incorporated in England.
11, Queen Victoria Street, E.C.

London 8th June 1880.

J. A. Edison, Esq.,
Menlo Park,
New Jersey, U. S. A.

Sir,

For your information I beg to enclose copy of Agreement signed on the 27th instant between this Company and the Telephone Company Limited, by which the systems of the two Companies are, for working purposes, fused into one organization.

I am also directed to hand you copy of the proceedings that took place at the meeting of Shareholders on the 1st instant. —

I am,

Sir,

your obedient servant,

Arnold White

Manager & Secretary.

2 enclosures.

Dated 13th May, 1880.

The Telephone Company, Limited

AND

The Edison Telephone Company
of London, Limited,

WITH

The United Telephone Company,
Limited.

*Edison Tel Co London
June 8 1880*

Agreement for Amalgamation.

ASHURST, MORRIS, CRISP & Co.,
6, Old Jewry, E.C.
WATERHOUSE & WINTERBOTHAM,
1, New Court, Carey Street,
Lincoln's Inn, W.C.

An Agreement made the Thirteenth day of May, 1880, BETWEEN THE TELEPHONE COMPANY, LIMITED, (hereinafter called the "Bell Company") of the first part, THE EDISON TELEPHONE COMPANY OF LONDON, LIMITED, (hereinafter called the "Edison Company") of the second part, and RICHARD LAKE HARRISON, of No. 51, Warrington Crescent, in the County of Middlesex, Gentleman, as Agent for and on behalf of a Company intended to be registered under the name of THE UNITED TELEPHONE COMPANY, LIMITED, (hereinafter called the "United Company") of the third part. WHEREAS the Bell Company is the owner of the Letters Patent specified in the 1st Schedule hereto, and the Edison Company is the owner of the Letters Patent specified in the 2nd Schedule. AND WHEREAS it is intended that the Bell Company and the Edison Company, respectively, shall for the consideration hereinafter appearing, sell its business, goodwill, and other property, to the United Company, subject to the provisions and otherwise in the manner and upon the terms hereinafter expressed. AND WHEREAS a print of the Memorandum and Articles of Association of the United Company has been approved by the parties hereto of the first and second parts.

NOW IT IS HEREBY AGREED AS FOLLOWS :—

1. The Bell Company and the Edison Company shall each sell to the United Company, and the United Company shall purchase from each Company, the Letters Patent described in the said Schedules as belonging to it, with the benefit of all improvements in the inventions to which they respectively relate, and all extensions thereof respectively, together with its business, goodwill, rights, privileges, and all other its property whatsoever, excepting only money, book and other debts due to the Company, and any sums due or to become due from Shareholders in respect of Capital.
2. Each Patent shall be sold subject to such licenses and agreements for licenses as may have been granted or made by the Company owning the same, and also subject (so far as it is affected thereby) to the Agreements mentioned in the Schedule in which it is described, but save as aforesaid the said Letters Patent respectively, and all other property intended to be herein comprised, shall be sold free and discharged by the Company selling the same from all royalties and all claims or demands by any vendor to such Company or other person, and from all agreements or other incumbrances whatever.
3. The United Company shall, as between itself and the selling Companies respectively, take over and discharge all liabilities of the Bell Company under the Agreement mentioned in the second part of the first Schedule, and of the Edison Company under the Agreements mentioned in the second part of the second Schedule, and of each Company, in respect of contracts with customers, or licensees not herein specially referred to, or in respect of the rights of any third parties, or to create any direct liability between them or any of them and the United Company. All sums of money paid or payable to or by the Bell Company

(2)

or the Edison Company in respect of any such contracts or way-leaves (less any commission payable for collection) shall, if necessary, be apportioned as from the 1st day of May instant, and the apportioned part shall be paid to or by the United Company, as the case may be.

4. The United Company shall take over the obligations of the Bell Company under and be entitled to the benefit of any Agreements included in the third part of the first Schedule hereto, so far as the same relate to Patents the property of the Bell Company, and shall indemnify the Bell Company against all damages, if any, which may be recovered against them in consequence of any breach of the said Agreements respectively committed after the date hereof, but shall not hereby undertake the supply of Blake Transmitters, which the Edison Company allege to be an infringement of their Patents, and neither the Edison Company nor the United Company shall be deemed hereby to license the use or sale of the said Blake Transmitters by any parties to such Agreements respectively, or by any of the customers of such parties or by any persons other than Licensees of the Edison Company for any purpose whatever, or prejudice the right of the Edison Company, or the United Company as their assignees, to restrain such use or sale, it being the intention of the parties hereto that nothing herein contained shall directly or indirectly have the effect of conferring on any of the parties to any of the said Agreements included in the third part of the first Schedule, the right to use or sell any invention the property of the Edison Company, or which may be an infringement of any invention belonging to the Edison Company, or of protecting any such parties from liability for any infringement, but that the rights and liabilities of such parties in respect of the Edison Company's Patents, shall remain wholly unaffected by anything herein contained.

5. The United Company shall indemnify the Bell Company and the Edison Company respectively, against all claims for trespasses by each Company's wires, or in laying or running or maintaining the same, except for any trespass committed prior to the 1st of May instant, in respect of which either Company has had express notice in writing prior to that date, of an intention to make a money claim.

6. The United Company shall pay all the costs as between Solicitor and Client of the actions or suits of the Attorney-General v. The Edison Company, and The Attorney-General v. The Bell Company, now pending in the Exchequer Division of the High Court, and indemnify each of the Companies against all costs and other moneys, which may be ordered to be paid in either of these actions, and shall have the future conduct of the same actions.

7. Save as aforesaid the Bell Company and the Edison Company shall each bear and discharge its own debts and liabilities.

8. As the consideration for such sale, the United Company shall allot to the Bell Company, or as it may direct, 40,000 fully paid-up Shares of £5 each, part of the original Capital of the United Company, and to the Edison Company 23,000 fully paid-up Shares of the same issue.

(3)

9. The purchase shall be completed on the 15th day of June next, whereupon the said Shares shall be allotted, and the Bell Company and the Edison Company respectively shall deliver such of the property hereby by it agreed to be sold as may be capable of delivery, and shall execute, and cause to be executed, by all necessary parties all proper assignments and conveyances of the residue, including the said Letters Patent.

10. The sale by each Company shall take effect as from the 1st May, 1880, as from which date each selling Company shall as between itself and the United Company, be deemed to have carried on business for and on account of the latter.

11. The Bell Company and the Edison Company shall each convene, in accordance with its regulations, an Extraordinary General Meeting of its Members, at two o'clock on the 1st day of June next, for the purpose of considering and, if approved, of confirming this Agreement, and if the same be approved of by the requisite majority of the Members present at each of such Meetings, each Company shall forthwith take all such steps as may be necessary to carry out this Agreement in accordance with its true intent.

12. If the Shareholders of the Bell Company, or of the Edison Company, refuse or neglect on or before the 30th day of June next to confirm this Agreement, or to pass any resolution necessary for giving effect to the same, then, in either of such cases, either of the Companies, parties hereto, may rescind this Agreement by notice in writing to the other two.

13. Neither the Bell Company nor the Edison Company shall be deemed to warrant the validity of any Letters Patent hereby agreed to be sold, nor be liable for the non-performance by the other of anything hereby agreed to be done, but each selling Company shall, before completion, furnish to the other and, if required, to the United Company, a list of all licenses affecting its own Patents.

14. The said Richard Lake Harrison shall incur no responsibility whatever under this Agreement, but so soon as the same is adopted and confirmed by the United Company, the same shall be binding on such Company, in the same way as if entered into under its Common Seal.

15. If any doubt, difference, or dispute shall arise between the parties hereto, or any of them, as to the construction of these presents, or as to any account, valuation or apportionment to be taken or made, or any property or liability to be sold or undertaken, or as to anything to be done, or money to be paid hereunder, or otherwise as to anything herein contained or referred to, the matter in difference shall be referred to some person, to be nominated by the Governor of the Bank of England, for the time being, whose decision shall be final, with power to such Governor to nominate any other person in the event of the death or refusal to act of the person first nominated.

16. This Agreement may be modified from time to time in such manner as the Boards of the three Companies may, by unanimous votes of their respective Members present at any Meeting convened for the purpose agree, and any modification so made, shall without any further authority have the same force and effect as if it had been originally incorporated in and formed part of this Agreement.

(4)

The FIRST SCHEDULE above referred to:—

FIRST PART.

Letters Patent belonging to the Bell Company.

Letters Patent, dated the 9th December, 1870, No. 4,765, granted to William Morgan Brown, for the invention of "Improvements in Electric Telephony (transmitting or causing sounds for telegraphing messages) and Telephonic Apparatus."

SECOND PART.

Agreement, dated 2nd September, 1879, made between The Telephone Company, Limited, of the one part, and Adam Scott and Charlton James Wollaston, of the other part.

THIRD PART.

Agreement, dated 28th August, 1879, made between The Telephone Company, Limited, of the one part, and James Dennie Tracy and James Grievie Lorrain, of the other part.

Agreement, dated 10th October, 1879, made between the Telephone Company, Limited, of the one part, and the Lancashire Telephonic Exchange, Limited, of the other part.

Agreements (if any) between The Telephone Company, Limited, and The Lancashire Telephonic Exchange, Limited, The Midland Telephone Exchange Company, Limited, J. Tasker, Tasker, Sons & Co., and The Sheffield Telephone Exchange Company, Limited.

The SECOND SCHEDULE above referred to:—

FIRST PART.

Letters Patent belonging to the Edison Company.

Letters Patent, dated 30th July, 1877, No. 2,909, granted to the said Thomas Alva Edison for the invention of "Improvements in Instruments for controlling by sound the transmission of Electric Currents and the reproduction of corresponding sounds at a distance," (subject to an exclusive license to use that part of the Invention which relates to reproducing sounds, called the "Phonograph," granted to George Swan Nottage and Howard John Kennard, by indenture, dated 22nd March, 1878.)

Letters Patent, dated 15th June, 1878, numbered 2,396, granted to the said Thomas Alva Edison, for an invention of "Improvements in Telephones and Apparatus employed in Electric Circuits."

Letters Patent, dated 20th September, 1879, No. 3,794, granted to Arnold White, for the invention of "Improvements in apparatus employed in connection with Telephones, for the purpose of notifying and of facilitating and obtaining interchangeable communication between Telephonic Circuits."

Letters Patent, dated 31st December, 1879, No. 5,335, granted to Arnold White, for the invention of "Improvements in Telephones."

[5]

SECOND PART.

Agreement, dated 23rd October, 1879, made between the said Thomas Alva Edison of the first part, The Edison Telephone Company of London, Limited, of the second part, and Arthur Francis Stoddard and others, of the third part.

Agreement, dated 31st December, 1879, made between the said Thomas Alva Edison, of the first part, the Edison Telephone Company of London, Limited, of the second part, the said Arthur Francis Stoddard and another, of the third part, and the Edison Telephone Company, of Glasgow, Limited, of the fourth part.

Agreement, dated 21st September, 1878, between George E. Gouraud and Thomas Alva Edison of the one part, and William Butcher of the other part, which is believed to be void or incapable of being enforced.

[ENCLOSURE]

THE EDISON TELEPHONE COMPANY, LIMITED.
At an extraordinary general meeting of the Edison Telephone Company of London Limited held on Tuesday at the office of Messrs Price, Wetherell, and Co., 14 Gresham Street, a proposal for amalgamation with the Telephone Company, Limited, was considered by the Shareholders. The Right Hon. M. P. Bouverie presided and in moving the resolution, pointed out the expense and difficulties incidental to competition with a rival Company, and alluded to the fact that amalgamation alone would insure the general support of the necessitous community. The advantage of a combination of the Bell and Edison instruments would also be very considerable. Mr. W. Fowler, M.P., seconded the resolution, which, after a brief discussion, was unanimously carried. The vote of thanks to the Chairman was proposed by Mr. Porter, and seconded by Colonel Gourmand.

Edison with cop? of G. H. Brown

THE

UNITED TELEPHONE COMPANY, LIMITED,

(BELL AND EDISON PATENTS).

CAPITAL £500,000, IN 100,000 SHARES OF £5 EACH.

Chairman—JAMES BRAND, Esq.

Deputy-Chairman—THE RIGHT HON. E. P. BOUVERIE.

Directors:

VISCOUNT ANSON.

J. W. BATTEN, Esq.

W. PLEYDELL BOUVERIE, Esq.

G. B. DEWHURST, Esq.

J. S. FORBES, Esq.

W. FOWLER, Esq., M.P.

COL. GOURAUD.

CAPT. R. H. HOME.

W. C. QUILTER, Esq.

CHARLES SCHIFF, Esq.

SIR P. E. WODEHOUSE, K.C.B., G.C.S.I.

Banqueys:

NATIONAL PROVINCIAL BANK OF ENGLAND.

Messrs. ROBERTS, LUBBOCK & CO.

THIS Company has been formed by the amalgamation of the two Companies, formerly representing Bell's and Edison's Patents, and will occupy a corresponding position in this country to that of the National Bell Telephone Company in America, which has a capital of one-and-a-quarter millions sterling, and whose shares now stand at a premium.

The United Telephone Company, Limited, has acquired, not only Bell's and Edison's Patents for the United Kingdom, but also the business established by each of the two Companies, with stock in trade, plant, &c., subject to the Licenses granted to and Agreements with the various existing District Companies and Exchanges, but including the interest of each of the two Companies therein.

The terms upon which the United Company has been formed (and which are embodied in the Agreement referred to below) are substantially as follows—

A payment to the Bell Company of £200,000 in Shares for their business, patent, &c., and a payment of £115,000 in Shares to the Edison Company for their business, patents, &c.

The Telephone System in this country has not hitherto been properly developed, partly in consequence of the antagonistic position of the Bell and Edison Companies. A similar state of things existed in America until those two interests became united. It is therefore expected that the Telephone System will now make rapid strides in this country, as it has already done in America.

In addition to the proportion of the Share Capital representing the consideration to be paid to the two Companies, viz. £215,000, the Directors propose to make a further issue of £85,000, making a total issued capital of £400,000.

In response to numerous applications, the Directors of the United Company now offer this amount (viz., 1,700,000 Shares of £5 each, £85,000), at par, but limited to the Shareholders and the present Subscribers to the Exchange Systems of the two Companies. It was originally intended to offer the whole of these to the present Shareholders, but it has been decided that an offer of them should be made to the Shareholders and Exchange Customers of the two Companies conjointly.

The Capital of the two original Companies was raised privately, and the Directors do not desire to make any public issue of the Shares until the value of the Telephone System in this Country has been tested by larger experience, and for the same reason the Directors abstain from giving any estimate or expressing any opinion as to anticipated profits, beyond stating as a fact that in London alone the two Companies have between them about 650 Subscribers on the Exchange System, all of whom may now be connected together by the union of the two Companies.

It is right to mention the contention of the Post Office, that their monopoly, under the Telegraph Acts, extends to the Telephone Exchange System, and a suit is now pending to have that question settled. The Directors are advised that that contention will not succeed. The private Telephone business of the Company could not be touched under the Post Office Acts, and that Department must pay for the right to use for profit the instruments protected by the Company's Patents.

The list of applications will remain open until Wednesday, the 16th June, 1880, inclusive.

Applications must be made in the annexed form, accompanied by a cheque, crossed to one of the Company's bankers, of £2 per share on application. The balance of £3 per share will be payable on allotment.

The only contract entered into by the United Company is one dated the 13th day of May, 1880, and made between the Telephone Company, Limited, of the first part, the Edison Telephone Company of London, Limited, of the second part, and Richard Lake Harrison, as Agent for and on behalf of the United Telephone Company, Limited, of the third part, being the Amalgamation Agreement between the Companies, and which can be inspected at the Company's Office.

By order of the Board,

ARNOLD WHITE,

Secretary.

No. 86, COLEMAN STREET,
LONDON,

8th June, 1880.

FORM OF APPLICATION FOR SHARES.

(TO BE RETAINED BY THE BANKERS.)

TO THE DIRECTORS OF

The United Telephone Company, Limited.

Having paid to your Bankers £ being £3 per Share on Shares of £5 each in your Company, I hereby request you to allot to me that Number of Shares, which, or any less number you may allot to me, I hereby agree to accept and to pay up the balance of £3 per Share thereon on allotment.

Signature _____

Address _____

Occupation _____

Date June, 1880.

The United Telephone Company, Limited.

BANKERS' RECEIPT.

(TO BE RETAINED BY THE APPLICANT.)

LONDON, June, 1880.

Received from _____

the Sum of _____ on account of

THE UNITED TELEPHONE COMPANY, LIMITED, being £3 per Share on an application for

Shares in the said Company.

For _____

Here affix
receipt stamp.

£

write Amos & Co.
June 17; sent copy
of this letter; see
letter book



P.O. Box, 4689.

New York, June 9th 1880.

Thos. A. Edison Esq.

Dear Sir:

I have to advise you that the 3rd years tax on your English Patent on Telephones dated July 30th 1877. No 2909, is due July 30. 1880.

The amount of this tax is \$275. including expenses, and the funds and patent should be sent from here by July 15th in order to be in time. Please let me know your wishes in the matter.

Yours truly
Samuel W. Serrell
& Dickinson

Griff find the
original
Patent



P.O. Box, 4689.

New York June 28 1880.

Thos. A. Edison Esq

Dear Sir

Yours of 17th inst.
to hand and contents noted.

Bearing in mind what you say
about Edgih Patent 2909 of 1880
being transferred to the Edison Telephone
Co. of London &c I would remind
you that if the patent itself is in your
possession it should be sent over
to have the 3^d yrs tax stamped on
it.

Write I ask
him if he did not
send this patent to
Bureau

Yours truly
Lemuel W. Serrell
W. Serrell

The United Telephone Company, Limited,
(Bell's and Edison's Patents)

36, Coleman Street,

London, E.C.

June 29th 1880

J. A. Edison Esq
Menlo Park
New Jersey,
U. S. A.

Dear Sir

I have to acknowledge
the receipt of your letter of the 17th
instant, and in reply beg to inform
you that the Taxes on the Patents
will be duly paid by this Company.

I am, Dear Sir,
Yours faithfully

A. H. C.

Secretary

Have you got the
Original Pat

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London, Limited,
Messieurs House Chambers,
Reneville St. H.

11, Queen Victoria Street, E.C.

London, 1st Dec. 1880.

My Dr Edison
Col Gouraud leaves Saturday, for
Meudo Park - "Fall that implies" =
You will get a letter from Bouvierie
by same mail as this -
I write to request a compliance
with Bouvierie's request "that you do
nothing to alter the present status
until the Company's representatives (i.e. we)
have had the opportunity to personally
present their case to you" = I am in
honour bound to use every effort
to induce you to withhold your
signature from the final deed on
Gouraud's until the Company has
had an opportunity of stating their
case, as they think they cannot
state it except by personal presentation.
I therefore ask you to simply
Waive my return - that's all =
You will of course see that in
doing so I am not asking you
to comply with their final request.

The Edison Telephone Company of London Limited
Messrs. Messrs. Chambers,
Rivers & Co.,
11, Queen Victoria Street, E.C.

MAHASER & SECRETARY,
ARNOLD WHITE.

2 On the contrary I have myself
in favor of Gouraud's scheme
and have so told him - therefore
where I have performed my self
imposed mission for the Company
you are as free as a bird in the
air to sign deal & deliver - if you
so elect. One more thing for you
to bear in mind - Gouraud does
not know that I have been asked
to petition you to this delay - and
it is important to both myself
- the Co. & you that he should not
know it - I want you therefore to
simply say that you have promised
Bourgeois that you will do nothing
to change the present status - i.e.
your personal relations to the
Edison Company until he has had
an opportunity of properly presenting
his views - which he hopes to
do shortly - Leave me out of
the matter altogether -
Please do this

3

MANAGER & SECRETARY,
ARNOLD WHITE.The Eastern Telephone Company of London, Limited,
Mariner House Chambers,
11, Queen Victoria Street, E.C.

Now for a personal ^{and} unadorned
narrative of a story too long for
a letter - hence confined to a brief
statement of fact - & the subsequently
supported by personal explanation
as to the details.

My course in staying your hands
rapacious hands - & in otherwise
contributing to the fiscal consolidation
of your interests in the hands of
the London Board - upon terms which
- to quote Bousquet's words - "prevent
their Bankruptcy" - or as the Board
firstly put it in a Resolution
later on "Rendered them under
obligation to him (me) - for their
very existence" - is well known
to you. What is not known to
you - & was only made known
to me a few days ago is this -
the passage of the above
Resolution with other complimentary
terms and with a vote of

MANAGER & SECRETARY.
ARNOLD WHITE.

*The Edison Telephone Company of London Limited,
Mansion House Chambers,
Romaine Street,*

11, Queen Victoria Street, E.C.

London. 18...

4
Thanks accompanied by a check
for 500 £ = I am not even
aware of whether Goursaud
knows of this or not. He was
not at the meeting in question
& has not mentioned it to me
in our many interviews except
yesterday, when he remarked that
he hoped I was pleased with the
Resolution of the Board. I simply
said I was highly gratified, but
as a second resolution - passed
day before yesterday granting me
leave of absence from July 1st
to 14th (the end of my year) - may
have been the one he saw.
I conclude it was so as he referred
I imagine the other members
of the Board voted the 500 £
in their personal capacity so
as not to ask Goursaud for
any part in it =
Now the questions which will

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Messrs. Messrs. Chambers,
Rivers & Co.

11, Queen Victoria Street, E.C.

London.

18

Instantly occur to you ~~on~~ ^{the} ~~then~~
Has Johnson been working for this?
Has it been promised him -
And is it because of this that
he now asks me to withhold
my consent to your and seed of
truth. I must answer you
briefly -
As to the 1st & 2nd - I give you
my word that until a few days
prior to the final signing of
the terms of amalgamation, &
consequently subsequent to the
signing of the last contract
between you & the Co - and also
subsequent to the presentation
to you by me of Devereux's views
upon your future interests
I had no suspicion, expectation
dream - assurance, hope
or other real or imaginative
expectation of being in any
other than a grateful way

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London Limited,
Ariston House Chambers,
Rooms N° 113,

11, Queen Victoria Street, E.C. 4.
London. 18.

6
remembered or compensated for
my interference between you & G.
You must therefore judge of all
my actions up to that time entirely
apart from this finale - ~~at~~
about that time White & Bourne
called upon me one evening to
see the E Light - & in the course
of a pleasant half hour B.
said to me that he hoped some
day to become interested with Mr
Edison in the E. L. or other matters
that he had formed a very high
opinion of your fairness & etc
& then added - "and of your own
too Mr Johnson - and I want you
to accept my assurance that
when we are all happily united
in Wedlock (meaning I took it
amalgamation) - myself & my
colleagues will remember the
services you have rendered
them - in your capacity as

MANAGER & SECRETARY,
ARNOLD WHITE.

The Edison Telephone Company of London, Limited,
Messrs. House Chambers,
Room 2723,
11, Queen Victoria Street, E.C.

London..... 18.....

Engineer & Scientific expert "
Of course I thanked him & disclaimed
all desire for other than the
good will & "well done" - of himself
& colleagues - & from that day
down to the final action of the
Board a few days ago - I
gave the matter but little thought
& certainly never really expected
to get any considerable pecuniary
consideration -
As to whether I should take it - or
not - the idea of refusing it in
view of my peculiar relations
to all parties certainly crossed
my mind - but I saw the vision
of Johnson explaining to Edison how
he refused to bring little Bowser
& Edison telling him he was a
damned fool for his pains -
I therefore said to myself - I'll
take it - & trust to Edison's belief
in my honesty to accept

The Edison Telephone Company of London Limited
Messrs Messrs Chambers,
Riverside, 113.

11, Duncannon Street, E.C.

London. B.

MANAGER & SECRETARY,
ARNOLD WHITE.

8

My explanation - There's the
story my boy of the only thing
I've done in England that I
feel "choky" about in the
telling - Have I need to? -

I'll not bore you about my
declining Gouraud's Continental
offer now. I'll explain all
that in person - I am
awfully sick of this country
the Continent is worse - I've done
my duty to you as Contracted
for. to the last letter - I must
come home ere I make
another Contract with George
Edward Gouraud - I would
not engage myself in a second
of life character for a certainty
of times & how times the amount
of money I have made in
England - Yours Hastily
I leave tonight for a short trip
in the Continent

Yours Ed Johnson

44 Wilton Crescent, London
July 1. 89.

My dear Sir,

You will have
been informed by Col. Gouraud
& Mr. Johnson of the union of
the two telephone companies - yours
& Bell's, a combination, which
will give great strength to both.
& leave the public practically
devoid of competition & monopolist

is writing to you, is to ask you
not to decide, or to commit
yourself to any absolute course,
respecting the reorganization interest
you have in the Edison Company,
until you have seen Mr. Wharton.

It is certainly desirable
for all our interests that the
Company should be wound up
within a short time - I think
I could satisfy you that the

terms I asked you to accept for
your consent to the winding up
were well worthy your acceptance.

This, however, is not the point
I wish now to urge upon you -
& it may remain for consideration.

What I do wish to press on
you, as a favor to myself,
is, the suspension by you of
any decision whatever, till

you have met & discussed the
subject with Mr. Johnson -

This must be very shortly -

I shall be very glad that you
should write & give me your
assurance to that effect.

Our relations have always been
~~as pleasant & friendly as possible~~

Thank I may safely rely on your
correctness, that I am not asking
anything which can militate against
your true interests - which I have always sought
to advance.

Yours very truly
D. D. Johnson

Menlopark
London

Mailed Cash and quarter share contract

8 Menlopark 20 July
1107 am
S/H

Gift Writen Contract, I wonder must
you go to British Consul I guess
not =

2

Cable Quephone,

Dont forget third

Your tax patent seventy seven,
have you original,

S

13 Menlopark 20 July

11 am
S/H

Edison July 20th 50
to Howard

Edison July 22nd 50
to Arnold White

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS and RECEIVES messages only on conditions, limiting its liability, which have been assumed by the sender of the messages transmitted.

It is the policy of this Company to receive a message back in the same status for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of messages.

This message is an **UNRECORDED MESSAGE** and is delivered at the request of the sender, under the conditions stated above.

A. H. BREWSTER, Secy. *Cable* **NORVIN GREEN, President.**

Dated _____ 188

Received at _____

To *Edison Mento Park*

READ THE NOTICE AT THE TOP.

Five hundred carbons
two hundred chalks
immediately

Phonos

11 London ^{Ms} _{7c} 441pm

July 2nd

MANAGER & SECRETARY,
J. ARNOLD WHITE.

The Edison Telephone Company of London Limited,
Alderman House Chambers,
Room 12, 113.

11, Queen Victoria Street, E.C.

London July 5th 1880

J. G. Edison Esq.

Menlo Park.

W.S.G.

With reference to your cablegram of 2nd instant regarding the Stamp duty on Patent, I beg to inform you that the stamp has been duly affixed as you will observe from the enclosed copy of letter, dated July 3rd from Messrs. Waterhouse & Winklesbotham, the Solicitors of the Company.

I am,

Sr,

Your obedient servant

Arnold White

Manager & Secretary

1 enclosure

Inter July 5th 80
Arnold White
Ssr.

~~COPY~~
No 1 New Court
Canary Street
Lincoln Inn W.C.
3 July 1880

Dear Sir

We are obliged by your letter of the 2nd
enclosing cablegram from Mr Edison. We think
you should report to Mr Edison by post that the
stamp has been duly affixed but it seems hardly
necessary to use the Telegraph.

The patent was duly stamped yesterday
& has been lodged for Registration today.

We are, Dear Sir

Yours faithfully
J. W. Waterhouse & Dinterbotham

Amos White Esq

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London Limited.
Maritime House, Chancery Lane,
Rooms 27 & 28.

11, Queen Victoria Street, E.C.
London July 12th 1880.

Thomas Alva Edison Esq.
Menlo Park, New Jersey. U.S.A.

My dear Sir,

The amalgamation of the
Edison & Bell Companies involved a
reduction of the staffs of the respective
companies.

Thinking you may
be interested in learning the circumstances
with regard to each of the American employees,
I have given directions for the preparation of
a memorandum on the subject, copy of which
I enclose.

I also send you copy of memo-
randum with reference to Mr. Ross, addressed
by Colonel Walker of the United Company to Mr.
White.

I am, My dear Sir,

Yours very truly,

Edw. Boucicaut

Chairman.

Enclosures

(July 12, 1880)

Copy

I do not wish to remark on the secession of the American Staff generally but I think it only right that you should be placed in possession of the facts as regards Mr. Rose.

Mr. Rose on the 5th June and on June 18. met Mr. Fletcher and Mr. Carlisle and in my presence was installed to co-operate in the Amalgamation of the two City Companies. He was also informed that when this was done I had special work for him under myself.

He was fully aware of the importance and difficulty of the work and the absolute necessity of his help.

He was directly put in charge of the fitting out of the East India Avenue Smith's room, which was to be the model Smith's room of the Company, and instructed to look for and find two other Smith's rooms in the City.

His new position was printed in the first list of the Company Staff. That of technical assistant to me at his former salary which was already nearly double that given by the Bell Company to Mr. Fletcher. He was informed of this at the earliest moment and it was understood that he was helping Mr. Fletcher in the City when without notice he resigned.

I am informed by Mr. Fletcher that in fact he gave him no assistance whatever and that he is now left to puzzle

out everything in connection with the Edison wires with only the help of a few Juniors.

I cannot too strongly condemn Mr. Rose's action which had no justification whatever, and considering the delay and difficulty which will be entailed, he might I think be liable for an action for damages by the Company for the consequent loss.

My impression, from what I saw of Mr. Rose, is that he was acting under other influences, as the position which he knew he was destined to hold in the new Company as assistant to the General Manager was far too good a one for him to throw up. His alleged grievance was purely imaginary and his declining to accept further explanation which was given him on account of his supposed sensitiveness as an American showed that he had made up his mind to leave the new Company in the lurch. He has since, I understand, joined the service of Mr. Hubbard.

Yrs. C. E. W.

7 July 1880

Memorandum

The following were the Americans in the employ of the Edison Company:—

Messrs. Brown, Gibson, Isaacs, Recker, Crawford, Lighthips, Seymour, Embolun & Rose.

Messrs. Brown, Gibson and Isaacs left the Company's service previous to the amalgamation, to join the International Telephone Company.

Messrs. Lighthips, Seymour and Embolun. On the re-arrangement of the Staff it was found impracticable to retain the services of these gentlemen; in consequence their passage money to America (£15) was handed to them and they expressed themselves satisfied. Messrs. Recker & Crawford. Appointments in the Company were offered to these gentlemen but as they were dissatisfied with the terms offered them by the United Company they declined to enter its service.

Mr. Rose. The Board decided to retain this gentleman in their service in the capacity of Technical Assistant to Colonel Walker at the salary he has been drawing from the Edison Company. It is understood however that Mr. Rose was dissatisfied with the position offered him and he left work comparatively without notice notwithstanding that by his Agreement with the Company a 3 months notification of his intention to quit should have been given.

NY 15

July 15-80
3 PM

Edison

If you are awake tonight
and can give me a bed will
go down Dix thirty

Gowand

16 Pail
No 9

All right come
down Edison

S. T. 80.
adjudged
duly stamped

Aug 10

This Indenture made the sixteenth day of July One thousand eight hundred and eighty Between Thomas Alva Edison of Monte Park (Madison County New Jersey United States of America of the one part and Alfred George Renshaw of Number 2 Suffolk Lane E.C. of the other part Whereas by an Agreement dated the fifth day of May One thousand eight hundred and eighty and made between the said Thomas Alva Edison of the one part and the Edison Telephone Company of London Limited (hereinafter called "the said company") of the other part After reciting various agreements in relation to patents granted to the said Thomas Alva Edison and therein specified or referred to and the payment to him by the said company of the sum of Five thousand pounds on the second day of August One thousand eight hundred and seventy nine and the sum of Ten thousand pounds on the twenty fourth day of November One thousand eight hundred and seventy nine it was for the purpose therein mentioned agreed (Clause 1) that the consideration to be paid by the said company to the said Thomas Alva Edison for the said patents should be a royalty during the continuance of the said patents or of any patent for any substantial improvements of a sum equal to the amount of dividend actually divided between the shareholders of the said company in any year after payment to them of a dividend at the rate of Five pounds per cent per annum And that the royalty should be payable yearly at the same time that the only or as the case might be the last payment for the same year in respect of such dividend was paid Provided that no royalty should become due or be paid or under the provisions of Clause 2 be credited in any year until after a dividend at the rate of Five pounds per cent per annum on the Capital for the time being actually paid up should have been paid in such year and also such further dividend as should be necessary to make up the

deficiency of such dividend by ^{any} ~~any~~ year or years
And (Clause 2) that the said Company should pay to the
said Thomas Alva Edison the further sum of Ten
thousand pounds by way of further advance on account
of the payments contemplated in Clause 1 by means of the
Promissory Notes therein specified on the Thirtieth day of
June one thousand eight hundred and eighty and the
thirty first day of December one thousand eight hundred
and eighty And that no further sum in respect of
the said royalty should be paid by the said
Company to the said Thomas Alva Edison until the
said royalty should have made up the said sums
of Five thousand pounds Ten thousand pounds and Ten
thousand pounds with interest computed from the days
of payment thereof respectively at the rate of Five
pounds per cent per annum on the said sums
of Five thousand pounds Ten thousand pounds and
Ten thousand pounds or on such part thereof as on
the first day of January in each year should not have
been made up And (Clause 5) that in the event of
such amalgamation as therein mentioned taking place
between the said Company and the Edison Telephone
Company of Glasgow Limited the sum of Ten thousand
pounds paid by the Glasgow Company to the said Thomas
Alva Edison by way of advanced royalty should be deemed
and taken as a further payment by the said Company
by way of advanced royalty and all the provisions of
Clause 2 should extend and apply to that sum as well
as to the said sums of Five thousand pounds Ten
thousand pounds and Ten thousand pounds therein
mentioned And whereas since the date of the hereinbefore
recited Agreement of the fifth day of May one
thousand eight hundred and eighty the Promissory Notes
for sums amounting altogether to the sum of Ten
thousand pounds therein mentioned have been delivered
to or on behalf of the said Thomas Alva Edison
And whereas George Edwards Grouard and other persons
have become and are interested through or under the

said Thomas Alva Edison and together with him in various shares in the Royalty and further advance of Ten thousand pounds and all other (if any) the monies interests benefits and advantages to which the said Thomas Alva Edison is or may be entitled by virtue of the said Agreement of the fifth day of May One thousand eight hundred and eighty And whereas for the sake of convenience it is considered expedient that the said royalty monies interests benefits and advantages other than and except the said promissory notes and the monies to become payable thereunder all which royalty monies interests benefits and advantages (other than and except as aforesaid) are hereinafter referred to by and included in the term (the said benefits) shall be assigned to a Trustee to be held and disposed of by him in trust for the said Thomas Alva Edison and the said George Edward Grenard and such other persons as aforesaid in the proportions and manner and with and subject to the powers and provisions hereinafter declared and contained Now this Indenture witnesseth that in consideration of the premises the said Thomas Alva Edison doth hereby assign the said benefits and all his right title claim and demand of to and upon the same and every part thereof unto the said Alfred George Renshaw his executors administrators and assigns And for the better and more effectually receiving the said benefits the said Thomas Alva Edison doth hereby appoint the said Alfred George Renshaw his executors administrators and assigns the Attorney and Attorneys of him the said Thomas Alva Edison in his name or otherwise to require enforce and receive payment delivery and assignment of the said benefits and every of them and every part thereof of and from the said Company or any other Company Corporation person or persons who may be or become liable to pay deliver or assign the same respectively and to give effectual receipts and discharges for the same respectively and to sign the name of the said Thomas Alva Edison

to every or any deed document or instrument the signing whereof in relation to or connection with the premises shall be necessary or convenient and generally to do or cause to be done all things necessary or convenient on or about the premises as effectually as the said Thomas Alva Edison could have done if these presents had not been executed. And it is hereby agreed and declared that the said Alfred George Bonshaw his executors administrators and assigns or other the Trustee or Trustees for the time being of these presents shall stand possessed of the said benefits and premises in trust for the person or persons now or for the time being interested therein and in the shares and proportions interest in which he or they shall for the time being be or interested and to be disposed of as he or they shall direct But so that no person or persons shall be recognized as having or have any interest therein except a person or persons holding a Certificate or Certificates signed by the Trustee or Trustees for the time of his or their interest and of the share and proportion thereof and also signed by such person or persons in token of his or their assent to the trusts powers and provisions of these presents or except persons claiming through him or them by bequest representation or assignment the particulars of which shall have been formally notified in writing to the Trustee or Trustees for the time being. And it is hereby further agreed and declared as follows -

- 1 If and whenever any question shall arise with respect to the modification or alteration of the said Agreement of the fifth day of May one thousand eight hundred and eighty or of any Agreement which may have been previously entered into for modifying and altering the same or otherwise with respect to the relations debts or liabilities between the said Company and the said Thomas Alva Edison or all or any of the holders of the said Certificates such question shall so far as regards the interests of the holders of the said Certificates be arranged or settled in such

manner in all respects as the holders for the time being of the said Certificates shall by a majority of at least two thirds of such holders voting in person or by proxy in proportion to their respective shares in the said benefits direct and approve of And after such direction or approval it shall be the duty of the said Trustee or Trustees and he and they is and are hereby fully empowered to arrange and settle the same accordingly And that every such arrangement or settlement shall be binding or conclusive evidence upon all the holders of the said Certificates -

2. The Trustee or Trustees shall at all times keep a book and therein record the particulars of all Certificates granted by him or them and of all bequests representations or assignments duly notified to them as aforesaid and such book shall at all reasonable times be open to the inspection of any holder of a Certificate or his duly authorized agent.
3. The Trustee or Trustees shall reimburse himself or themselves or pay and discharge out of the trust premises and all expenses incurred in or about the execution of the trusts or powers of these presents - The Trustee or Trustees shall also from time to time be remunerated for his or their troubles and time by payment out of the trust premises or otherwise of such sums as any such majority of the holders of the said Certificates voting as aforesaid shall think fit and any such payment out of the said trust premises shall be binding and conclusive upon all holders of Certificates - The said Alfred George Kenshaw and every future Trustee who shall be a Solicitor may by himself or his firm act as Solicitor to the trust premises and to the Trustee or Trustees for the time being and shall be entitled to charge and shall be paid for business done by him as a Solicitor in respect of the trust premises in the same manner as if he had not been a Trustee -
4. No Trustee or Trustees shall be answerable or accountable

except only for his or their own personal acts receipts neglects or defaults or shall be liable for any Banker Solicitor or other person with whom or with whose hands any trust premises may be deposited or come or for any loss incurred in transmission through the post or otherwise or for any other involuntary losses.

- 5 In case of the death or desire to be discharged or refusal or unfitness or the incapacity to act of the said Alfred George Henshaw or any other Trustee or Trustees the executors or executor administrators or administrators of the Trustee so dying desiring to be discharged refusing or becoming unfit or incapable to act shall appoint a new Trustee of these presents in his place.
- 6 All or any of the powers or provisions herein contained may be altered or modified and substitutional or new or additional powers or provisions applicable to these presents and the subject matter hereof may be declared by any such majority of the holders of the said certificates voting as aforesaid and shall be as binding and conclusive upon all the holders of the said certificates as if the same were contained in these presents.
- 7 Nothing herein contained shall in any way prejudice or affect the right or power of the said Thomas Alva Edison alone to nominate a Director of the said company as provided in the articles of Association thereof or any appointments already or hereafter to be made by the said Thomas Alva Edison of the said George Edmund Howard as the Director of the said company nominated by the said Thomas Alva Edison under his said power or as the proxy of the said Thomas Alva Edison to hold and vote in respect of the vote or voting power by the Articles of Association of the said company conferred upon the said Thomas Alva Edison. In witness whereof the said parties to these presents have hereunto set their hands and seals the day

and year first before written &

Thomas Alva Edison (H)

Alfred George Renshaw (H)

signed sealed and delivered by the
within named Alfred George Renshaw }
in the presence of }
State of New Jersey }
County of Middlesex } 22

Be it remembered that on this 16th day of
July 1880 before me a notary public duly appointed
in and for said County personally appeared Thomas
Alva Edison who I am satisfied is the person described
in and who executed the foregoing instrument and
having first made known to him the contents thereof
he acknowledged that he signed sealed and delivered
the same as his voluntary act and deed for the uses
and purposes therein expressed

(H)

Stockton L. Griffin

Notary Public

Her Britannic Majesty's Consul-General, New York.

I Edward, Minister Archibald Esq. Comptroller of
the most Honorable Order of the Bath Her Britannic
Majesty's Consul-General for the State of New York
New Jersey, Connecticut, Rhode Island and Delaware.

Do hereby Certify that I have reason to believe
that the signature subscribed and sent affixed to the
Certificate herewith annexed are the true signature and
seal of Stockton L. Griffin who was on the day of
the date of said Certificate a Notary Public in and
for the State of New Jersey duly commissioned and
sworn to whose Official acts faith and credit are
due.

In witness whereof I do hereunto set my hand and
seal of Office at the City of New York this sixteenth
day of July in the year of our Lord one thousand
eight hundred and eighty

(H)

Edward,
Vice Consul

Dated 16th July 1880

Mr. J. A. Edison

to

Mr. A. G. Renshaw

Assignment of the
Interests of Mr. J. A.
Edison under his agreement
with the Edison Telephone
Company of London Limited
upon trust

Renshaw
2, Suffolk Lane
C. L.

We hereby certify that the within
written document is a true copy of the
original.

Dated this 16th day of August 1880.

Arthur H. Renshaw

2 Suffolk Lane
London

Witness

Edwin Ellis
Solicitor

Care of Messrs Renshaw &
Renshaw
2 Suffolk Lane
C. L.

T. A. EDISON,

Menlo Park, N. J.,

July 16th 1880.

Genl Palmer
17 Courtlandt St
N.Y.

Grand cant see you
to-day but will look you up
to-morrow

Edison

T. A. EDISON,

Menlo Park, N. J., *July 16th* 1880.

Mr Ryster
Esq. Cromwell

Rye
Howard can't go tomorrow
but hopes see you Monday
New York

Edison

T. A. EDISON,

Menlo Park, N. J.,

July 16th 1880.

Whitelaw Reed
Tribune

When can you see Howard
for half-hour next week
He returns England
in fortnight

Edison

Form No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company TRANSMITS AND DELIVERS messages only on condition, limiting its liability, which shall be governed by the order of the following message, and the Company will not be held liable for errors or delays in transmission or delivery of unrepeatable messages.

A. B. BREWSTER, Secy.

HORVIM GREEN, President.

Dated New York 16 188

Received at _____

To J. T. Edison N.Y.

READ THE NOTICE AT THE TOP.

The Reid left for the West yesterday on a footbridge at 11:00
D. Nicholson

11 Paid Ho 4 50 Pm
Fe

Mr. Gorn and requested me to inform him of contents of the above - Please see enclosed message I sent in your name as directed by Gorn.

by R. J. Phelps for
(if not right advise).
me quickly

THE WESTERN UNION TELEGRAPH COMPANY.

ALL MESSAGES TAKEN BY THIS COMPANY SUBJECT TO THE FOLLOWING TERMS:

[illegible]

INTEREST by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, to-wit: in the usual charge for repeated messages, viz.: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance. No expense of the Government is entailed in carrying the messages.

The Company will not be liable for damages in any case where the claim is not presented in writing, within eight days after the date of delivery.

A. R. BREWER, Secretary.

NORVIN GREEN, President.

Send the following message, subject to the above terms, which are agreed to.

G. Toward

74 Madison ave

Mr Reid absent for a fortnight left yesterday

for the west.

1154 4.5-10m

Edison

READ THE NOTICE AND AGREEMENT AT THE TOP.

T. A. EDISON,

Menlo Park, N. J., July 16th 1880.

I beg to acknowledge
the receipt of your letter of the first
instant. when you first proposed
that I should take in liquidation
of my reverendary interest in the
London Company £10,000. cash or
shares of the United Company,
before replying I gave your
suggestion very careful consider-
ation, and decided that I should

T. A. EDISON,

2

Menlo Park, N. J., _____ 1880.

rather take my chances than
accept so small an amount.
and I regret to feel obliged to
say that I do not see my
way ^{clear} for changing the conclusion
that I then came to - I have
again considered the matter
more fully with Lord & Howard
^{and White}
~~off the table~~ we are perfectly content
to ~~have~~ have carried out what

T. A. EDISON,

3

Menlo Park, N. J., 1880.

was recently understood to be
the desires of the board including
yourself. that the company
should be ^{continued} ~~discontinued~~ ^{for} the
purpose of carrying out its
contracts with me (but which
you do not desire
you now inform me ^{not to} ~~not to~~
do but ^{rather} ~~rather~~ liquidate the
company as an early day) ~~always~~
that I am
anxious as far as lies in my

T. A. EDISON,

Menlo Park, N. J., 1880.

only a ~~the~~ ^{made} regard
power. with ~~the~~ ^{the} ~~same~~ ^{same}

~~the~~ ^{the} ~~request~~ ^{request} for my own interest.
^{to meet G. W. W.}

I have at your request again

carefully considered the subject

of a division of the United Shares.
^{with a view to liquidating the Co}
As I understand it the total issue

of shares of the Edison London
Company when its amalgama-
-tion with the Glasgow Company
is completed will be £72000.

T. A. EDISON,

J

Menlo Park, N. J., _____ 1880.

The ^{only} ~~total~~ assets of the Company
will be ~~£~~ \$1,150,000
the shares of United Company
~~will then be \$1,150,000~~. now I
think that if each shareholder
of the London Company were
to receive pound for pound in
United Company shares as a
repayment for total Capital invested
and a bonus of 30% on the shares
in the United Company. that

T. A. EDISON,

6

Menlo Park, N. J., _____ 1880.

considering that his investment
will only have lasted about a
year he will have no reason
to complain.

This will be the result if after
giving pound for pound the dif-
ference between £72000. and £115000
were equally divided. As this
is a subject that I really do
not feel myself competent to

T. A. EDISON,

Menlo Park, N. J., _____ 1880.

being so far away
Judge. and as Col Howard
and the Gentlemen in my
Laboratory are interested
with me in this matter ^{and so} I would
not do anything without their full
consent ~~in the case of~~
~~and having regard to~~
~~circumstances~~
~~the circumstances of the case~~
and as there is already some
little diversity of opinion among
us on the subject
I have thought it best to

T. A. EDISON,

2

Menlo Park, N. J., _____ 1880.

place the whole matter of my
reversionary interest in the hands
permanently of a Trustee in London
of a Trustee. ~~and I have been~~
~~longly associated with that~~
effect. and as Col Howard
will be much away from England
this year. ^{we} I have decided to make
Mr. A. L. Renshaw the Trustee.
I have accordingly executed a deed
a copy of which I have deposited
with Mr. Renshaw & filed with the
proper authorities a copy of the

T. A. EDISON,

9

Menlo Park, N. J., _____ 1880.

~~Q. E. D.~~ you will find him entirely
prepared to deal with the question
whenever you find it expedient
you will have ^{if I have no doubt you} a mutually ^{satisfactory} conclusion
to reach it - I note with

pleasure the satisfaction you
express ^{at the amalgamation of the Company} and sincerely hope the
^{Union} Company will be a success. ^{and} for

I feel confident that nothing
but bad management can
^{do to bring} prevent ~~that~~.

included for
reference

Copy of letter to Bourne

July 16/88!

THE WESTERN UNION TELEGRAPH COMPANY

This Company TRANSMITS and DELIVERS messages only on conditions, limiting its liability which have been accepted to by the sender of the following message.

This message is an **UNREPEATED MESSAGE** and is delivered by request of the sender, under the conditions noted above.

A. R. BREWER, Sec'y. 2 NORVIN GREEN, President.

A. B. BREWER, Sec'y

NORVIN GREEN, President

Dated New York 18 185

Received at _____

G. O. Edison

Memorandum

READ THE NOTICE AT THE TOP.

Please have Griffin
stay at Muelo tonight
Witness documents

L E Gouvard

90d 25 $\frac{5c}{x}$ 310 ϕm

EH Johnson

Geneva Swiss July 20/6

My Dr Edison

I am today in receipt of letter
from London indicating that the
United States write you on
the subject of the desertion of
Rose & the whole gang of my
American Boys - You will
simply say "proved em right"
When you hear my story - so
please content yourself
with that assurance
for the present. & make
any reply you please to
them. They sought to put
the am^{er} Boys on the same
footing as the inexperienced
& cheap English blockheads
& neither the aforesaid Boys
or myself could see it. So
I got them all good positions
Elsewhere - You may.

trick & turn the story as you
please you will come back
& this point Every time - & if
you don't approve his action
as well as mine my name
Aunt Johnson or your Editor
I suppose you have been
making a new deal with G. E. H.
While I am waiting my time
scaling these mountains -
but I take the chances. I
only wish you were with me
to spend a fortnight among
the snow. It would do you
good. I go from here to Paris
Saturday next. will be there
10 days, & look about. will
see what I can of interest
to you & report when I get
home - Arizona Sept 2?
Poorly. Fearful hot
here - going up to Monte Blanco
in morning. E. H.

2. Suffolk. Lines
of J. B. in ~~London~~ ^{London} Street
Grand
London, E.C. 27. July. 1880

T. A. Edison Esq;
Menlo Park
New Jersey. U. S. A.

Dear Sir

We have to acknowledge —
receipt of your letter addressed to your
Mr. A. G. Renshaw of the 16th instant in
enclosing a deed of Trust.

We will send you as soon
as possible a certified copy of the ~~same~~
as requested.

Yours faithfully

Wm. Lamb. Renshaw.

T. A. EDISON,

Menlo Park, N. J., July 29, 1880.

Memorandum of Agreement
made this day between Thomas Alva
Edison and George Edward Howard
referring to a joint letter addressed
by the undersigned this day to A.
G. Renshaw Esq. trustee, London
in the matter of the so called
"Edison Reversionary Interest" in the
Edison Telephone Company of
London Limited.

The undersigned
hereby agree not to sell any
portion of their trustees certificates
to be received under deed of
Trust dated July 16, 1880 by
A. G. Renshaw to such an
amount as will in the aggregate
exceed one third of the total of
said certificates without mutual agreement
in advance. The object of this being

that the undersigned shall
together hold not less than
the necessary two-thirds ^{to}
the control of the same.

Witness
Ed. Griffin

W. J. M. M. M.

Witness
Ed. Griffin

Thos A. Edison

Aug 32 80

Edison Menlo Park

Will combine my Switch
with Magneto using
Weights preserve simplicity
Efficiency Exchange System

Johnson

16 Paris

The United Telephone Company, Limited.

(Bell's and Edison's Patents)

36, Coleman Street.

London, E.C. Aug. 3rd 1880.

J. A. Edison Esq
Mentlo Park
New Jersey
U.S.A.

Dear Sir,

I have to acknowledge
the receipt of your letter of July 19th,
and in reply beg to state that the
original Patent No 2909 is in this
Company's possession, and that the
stamp was duly affixed

I am,

Dear Sir,
Yours faithfully,

Wm. M. M.

note has been up to
Edison Co. atty

London Aug 15/80
Edison Co. Rang
Dear Sir

In carrying
out the proposed arrange-
ment with the London
Edison Co. as to the
amalgamation of the
Glasgow Edison Co with
it they propose to pay
the Glasgow Co. the sum
of £17,000 in cash - and
the Glasgow Co. to receive
date and discharge
all its own liabilities
In doing this should
we pay for the additional
£5000 the Glasgow Co

will have disbursed some
£18000. & £19000, for
which they get £17000
leaving a loss of from
£1000 & £2000 to fall
upon a very respectable
list of about 20 share-
holders.

It seems to
me in view of the future
of Telephone interests
in so important a centre
as Glasgow that it is
impolitic to allow a
feeling of loss or dis-
satisfaction to the shareholders
in a recent Edison enter-
prise to be current and
I have ventured to pro-
pose to you that mis-

much as the Glasgow Co.
are paying a large sum
and have had no dividends
or interest what ever ~~that~~
that it might be desirable
to present such a feeling
which can only be done
by your making some con-
cession from the £10,000

£5000 of which you have
already received and
£5000 of which is still
to be paid. I would
propose that you concede
from this sum from £1000
& £2000, not exceeding
the latter figure. The share-
holders will take what is absolute-
ly necessary. Trusting you
will give this your favourable

consideration (and if you
have not already done
so, through Mr. Giraud,
~~the~~ reply to my cable of
to day, cable me your
answer to Moore
Glasgow.

I am Yours very truly
Wm Moore

Blank No. 11.

Wile
Lomb
Morse
wire do no forward
Corp
7 A E
G.M.P.

CABLE MESSAGES.

The Western Union Telegraph Company

All messages destined for points beyond the United States, via the Atlantic Cables and the Cables to Cuba, which are received by this Company for transmission, will be so received and sent forward over its lines to the terminus thereof, and there delivered to the next connecting Telegraph Company, only on the terms and conditions printed on the back hereof.

A. S. BREWSTER, Sec'y.

MORVIN GREEN, President.

Neulo Park Aug 5 1889

Send the following Message, subject to terms and conditions printed on the back hereof, which are agreed to.

To Edison

file Janes

Neulo Park Machinery

Glasgow Company in paying
additional fire and accepting
London terms lose about 2000.
will you state what may be
agreed up to this so we make
the loss.

Morse
24 London 6:20 PM

T. A. EDISON,

Menlo Park, N. J., *(leg)* 1880.

The Edison Telephone Company of London
Limited.

I Thomas Alva Edison of Menlo Park
in the County of Middlesex State of New Jersey
United States of America being a member of the
Edison Telephone Company of London Limited hereby
appoint Alfred George Renshaw (being likewise a member of the
Company) as my proxy to vote for me and on my behalf
as holder of shares at the Ordinary (or
Extraordinary as the case may be) General meeting of
the Company to be held on the day of and
at any adjournment thereof

As witness my hand

this 7 day of August A.D. 1880

Witness my hand

(signed) T A E

(Notary certificate
British consuls do follow)

T. A. EDISON,

Copy
Menlo Park, N. J., *Aug. 7* 1880.

The Edison Telephone Company of London Limited

I, *Thomas Alva Edison* of *Menlo Park* in the County of *Middlesex*, State of *New Jersey*, United States of America being a member of the Edison Telephone Company of London Limited hereby appoint *George Edward Gouraud* (being likewise a member of the Company) as my proxy to vote for me and on my behalf as holder of *Shares* at the (Ordinary or extraordinary as the case may be) General meeting of the Company to be held on the *day of* and at any adjournment thereof.

As witness my hand
this 7 day of August A.D. 1880

Witness my signature

(signed) T. A. E.

(Notary & Post Office
Certificate follows)

4/
2, Suffolk-Lanes,
Cannon-Street,

London, E.C. 10th Aug 1880.

M. A. Edison Esq
Menlo Park
New Jersey, U.S.A.

Dear Sir

We now send you, as
requested, a copy of the deed of trust
made by you in favor of our
W. A. G. Ranchman.

Yours faithfully
Rushman & Rushman.

MANOR HOUSE,
MARKET LAVINGTON,
WILTS.

August 16-1890

Ans. Sept 11/90

My Dear Sir,

Mr. Moore, who
has been Chairman of the Glasgow
Edison Telephone Co. has - I am
aware, written to you a few
days ago - about the position
of the Co. & the probable deficiency
which will be shown in its

Capital - when the whole concern
is wound up. He told me of
the suggestion he had made to you
that you might consider the
circumstances of the case to
be such, as to induce you to
waive requiring of the Co. the
full payment of the
second instalment of the
advance Royalty due to you.

by a sum of from 1000 to 2000 £.

It is evident, that the gentlemen
composing the Co. will otherwise
lose a portion of their investment.
I they will have no opportunity
of recouping themselves the advance
so made, out of the future
profits of the Co. as these profits
will be nil. This is a
consideration, which I think,
may possibly - sway fairly

weigh with you - in fixing a
practicable consideration to Mr.
Morris' wish - It must be
admitted, I think that the Glasgow
Co. has not worked very
satisfactorily - either to you, or
to the Landsp. still it may be
worth while to take a step
which will be acceptable &
conciliatory to us & influential
gentlemen in Glasgow. I should hope
the Landsp. would say assent to writing
to make a corresponding statement in their
share of the Report, & say you may expect to hear
F. A. Edin &
Yours truly
J. G. Brownie

Copy

Waterhouse Winterbotham
Solicitors

1 New Court
Carey Street
Lincolns Inn *Nb.*
21st Aug 1879

Dear Sir

re Butcher

We are obliged by your letter of the 20th inst
and enclose as requested Copy Case & Opinions
of Mr Cozens-Standy - Also copy of Col Gouraud's
indemnity against costs -

The existence of the Agreement with Mr
Butcher was known to us as solicitors for the
Company at the commencement of the negotiations
& its effect has been carefully considered. All
the Shareholders had notice of it before they took
their Shares

We are, Dear Sir,
Yours faithfully
Waterhouse Winterbotham

Arnold White Esq
11 Queen Victoria Street

copy
For
Am...

96

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

This Company transmits and delivers messages only on conditions, limiting its liability, which have been assumed by the sender of the communications, in the specific notice for correspondence, and this Company will not hold itself liable for errors or delays in transmission or delivery of telegraphed messages.

This message is an UNREPEATED MESSAGE and is delivered by request of the sender, under the conditions stated above.

A. H. BREWSTER, Secretary.

NORVIN GREEN, President.

Dated

Aug. 23rd 1880

Received at

Monte Park 23

To

Luffin

READ THE NOTICE AT THE TOP.

Secretary Edison Co
Monte Park N.Y.
where instruments
urgency cable
answer

Bauguis


12 Bruxelles

2, Suffolk Lane,
Cannon Street,
London, E.C. 23rd Aug. 1880.

J. A. Edison Esq,
Menlo Park, New Jersey, U.S.A.

Dear Sir

I have duly received your
powers of attorney dated 17th Aug 1880
in favour of Col. Gouraud & myself
to vote your stock at any share-
holders meeting of the Edison
Telephone Coy of London, Limited.

Yours faithfully,


THE EDISON TELEPHONE COMPANY OF LONDON,
LIMITED.

44, GRESHAM STREET, E.C.

26th August, 1880.

SIR,

I am instructed to inform you that in pursuance of the requisition made to the Directors, a copy of which is printed on the other side, an Extraordinary General Meeting of the Members of THE EDISON TELEPHONE COMPANY OF LONDON, LIMITED, will be held at the Offices of Messrs. PRICE, WATERHOUSE, and Co., as above, on Wednesday, the 15th day of September, 1880, at 2 of the clock, in the afternoon precisely, for the consideration of the business specified in the said requisition.

I am, Sir, your obedient Servant,

ARNOLD WHITE, Secretary.

To
J. A. Edison Esq
Menlo Park
New Jersey U.S.A.

London, 19th August, 1880.

To the Directors of

THE EDISON TELEPHONE COMPANY OF LONDON, LIMITED,

44, GRESHAM STREET, LONDON, E.C.

We, the undersigned being Members of THE EDISON TELEPHONE COMPANY OF LONDON, LIMITED, for the number of Shares set opposite our respective names hereunder, request you to convene an Extraordinary General Meeting of the Shareholders of the Company with the following object :—

To consider the expediency of winding up the Company, and after satisfying any out-standing claims, of distributing rateably amongst the Members of the Company the assets of the Company, including the Shares of THE UNITED TELEPHONE COMPANY, LIMITED, now held by the Company.

DILLWYN PARRISH ...	...	...	...	...	...	25
GEORGE RICHARDSON ...	...	...	...	...	...	6
GEORGE HOPKINS ...	...	...	...	...	...	19
JOHN S. SELLON ...	...	...	...	...	...	10
B. ISAAC ...	...	...	...	...	...	7

THE
EDISON TELEPHONE COMPANY OF LONDON,
LIMITED.

44, GRESHAM STREET, E.C.

26th August, 1880.

Sir,

I enclose a form of Proxy which, in the event of your being unable personally to attend the Extraordinary General Meeting of the Company, called for the 15th of September next, I shall be obliged if you will sign and forward to me as above, so that I may receive it not later than 24 hours before the time for holding the Meeting. The Board consider it of importance that they should be able to feel that they can give expression to the opinion of the bulk of the Shareholders with respect to any course which, after due deliberation, and on the best advice, they may think it desirable in the interest of the Company to recommend for adoption.

I am, Sir,

Your obedient Servant,

J. A. Edison 

E. P. BOUVERIE,
Chairman.

[Proxy.]

THE EDISON TELEPHONE COMPANY OF LONDON, LIMITED.

J. Thos. Alva Edison
of *Mend Park New Jersey*, in the County
of *United States of America*, being a Member of
THE EDISON TELEPHONE COMPANY OF LONDON, LIMITED, hereby appoint the
Right Honorable EDWARD PLEYDELL BOUVERIE, of 44, Wilton Crescent, in the
County of Middlesex, failing whom, SAMUEL LOWELL PRICE, of 44, Gresham
Street, in the City of London, failing whom, THEODORE WATERHOUSE, of
1, New Court, Lincoln's Inn, in the County of Middlesex (being likewise
Members of the Company), as my Proxy, to vote for me and on my behalf, as
holder of Shares, at the Extraordinary General Meeting of the Company, to
be held on the 15th day of September, 1880, and at any adjournment
thereof.

As witness my hand this

day of September, 1880.



EARL ADAMS,
"GOSWOLD, LONDON"

6, Lombard Street, E.C.

London, 30th Aug 1880

Thos A. Edison Esq

Wentworth Park,

New Jersey

Dear Sir

As requested I beg
to enclose your statements
of the Joint Account, in
Edison Telephone Coy of
London shares and Edison
Telephone Company of
Glasgow shares, between
yourself and Messrs Goswold

I also enclose
statements of your
personal Telephone shares
Also - that of the

London Coy showing ^{credit}
each balance of £2.5
and that of the Glasgow
Coy £350

Referring to your
favour of 16th inst I
enclose your copies of
the two Powers of Attorney
re Telephone for Australia
& "certain foreign countries"
also a printed copy of
the Supplemental Agreement
The Lancashire Telegraph
Agreement is not in print
I will however obtain
a copy from Waterhouse
& Winterton & forward
it to you as soon as
possible Yours truly
Saml Goswold

Thomas Alva Edison in account with George Edward Gouraud

Edison Telephone Company of London Shares

1879

1879
Aug 20 To Joint Account May show of
" Call on ten shares
" Balance

" Balance

250

250

500

1879

May 24 By Cash

500

1880

Jan 22 To bank of May 2nd call on ten chaus
" Balance

Palanese

22

125

250

Balance down

257

June 21 To front of Hag'srd call on ten charges
" Balance

11	Balance	
----	---------	--

25-

100

125

Balance down

125

July 1 To drink Age-Half 4th call on ten classes
Balances

Palmer

25

9.5

118

Balance down

100

100

Balance down

25

6.00.3.28th August 1830

Thomas Alva Edison and George Edward Gouraud

Debit Account

Edison Telephone Company of London Shares

1879				1879			
Aug 25	To Cash - First call on Ten shares	500		Aug 25	By T. A. Edison - Half 1 st call on ten shares	250	
				"	" G. E. Gouraud "	"	250
		500					500
1880				1880			
Jan 22	To Cash - Second call on Ten shares	150		Jan 22	By T. A. Edison - Half 2 nd call on ten shares	75	
				"	" G. E. Gouraud "	"	75
		150					150
June 21	To Cash - Third call on Ten shares	150		June 21	By T. A. Edison - Half 3 rd call on ten shares	75	
				"	" G. E. Gouraud "	"	75
		150					150
July 1	To Cash - Fourth call on Ten shares	150		July 1	By T. A. Edison - Half 4 th call on ten shares	75	
				"	" G. E. Gouraud "	"	75
		150					150

Ed. & G. 25th August, 1880

N. B.

There still remains £20
owed to us, called up to make
£100 per share

Thomas Alva Edison and George Edward Gouraud

Joint Account

Edison Telephone Company of Glasgow shares

1879

Nov 15 To Cash first call on 20 shares

1000

1000

1879

Nov 15 By T. A. Edison Half share 1st call 20 shares 500

" " G. E. Gouraud " " " 500

1000

1880

June 20 To Cash - Second call on 20 shares

300

300

1880

June 20 By T. A. Edison Half share 2nd call 20 shares 150

" G. E. Gouraud " " " 150

300

Ed & G. 23rd August 1880

N. R.

There still remains £25 a share to be called up to make £100 per share

Thomas Alva Edison in accounts with George Edward Gould

Edison Telephone Company of Glasgow shares

1879
Nov 15 To Joint Account - Half share of
First call on 20 shares
" Balance

500

500

1000

1879
Dec 22 By Cash

1000

1000

1880
June 20 To Joint Account - Half share of
Second call on 20 shares
" Balance

150

950

500

Balance down

500

500

Balance down

500

E. A. G. 23rd August 1880

JOSEPH GERRARD,
"GERRARD, LONDON"

c. Lombard Street, E.C.

London 9th Sept 1880

Thos A. Garrison Esq

Wentworth Park

New Jersey

My Dear Sir

I now enclose
your copy of the *Lancaster*
Pamphlet Agreement which
you asked me for in
your favour of 16th - will

Yours truly

Geo. J. Gerrard
per *John*

T. A. EDISON,

Sept 11 1880.
Menlo Park, N. J.

The Rt Hon. E. P. Bourverie

Dear Sir:

Your favor of
Aug 16th to hand.

I am compelled to refer
the matter of the Glasgow
rebate to Col Gouraud
as when he was last
here I placed my interests
in his hands, it being
impossible for me to give
them my personal attention
Whatever Col Gouraud may
elect to do in the matter
will of course receive
my approval.

Very Truly Yours

A. G. Richards Esq

2. Suffolk-Lanes

Gunpowder Street

London, E.C. 11th Sept. 1880.

Dear Sir

Notice & Return

I enclose return's copy of doc't
Please have same sworn and
alterations initiated.

I also enclose a cover for
you.

Yours faithfully

Edmund Ellis

P.S. The aff should be sworn before
a notary whose signature should
be verified by the British Consul
G.

Have you fixed the document
before Con sul

Newark Sept-12/10.

Thomas A. Edison Esq
Mundo Park
N. Y.

Dear Sir,-

I have just returned from Scotland, a week since. Should like very much to get a position in the business again, as I'm satisfied I can do thoroughly all the work connected with the Exchange system. Have with me 2 letters of recommendation from Managers of our Company, also have "carte blanche" with several prominent names in Scotland as references. If you can put me in the way of obtaining a position in the Telephone business at or in any place, I should be very grateful. Should be glad to hear from you.

Newark N. J.

Yours Truly
Wm. H. Gregory
28 Marshall St.

EARLE PIERCE,
"GORDON, LONDON."

L.S. Republic
6, Lombard Street, E.C. 4.
London 21 Sept 1880

Thos Alva Edison Esq
Mendota Park

New Jersey
W.S.A

My Dear Sir

Referring to your favour of
24th ult with enclosures I now beg
to return you herewith copy of the
Bond Agreement marked X which I have
signed.

In comparing the two copies I
found that the enclosed had several counts
left out and I accordingly made the
necessary corrections in order to make
it correspond with the duplicate I retain
Yours very truly

W. S. A



S. S. City of Richmond

SOLE ADDRESS,
"STANDARD, LONDON."

6, Lombard Street, E.C. 4.

London 23rd Sept 1880.

Thos Alva Edison Esq
New York

New Jersey

My Dear Edison,

Provincial Telephone business in England
~~is in~~
the Pond Improvements. It has been
found necessary to return to my old
scheme of District Companies as the
only effective manner of conciliating
local interests which it is felt is
indispensable to the successful working
of this and a provincial Coy or Syndicate
is to be formed and I have been asked
to take an interest in it. This Syndicate
proposed to work Belfast Edinburgh Glasgow
Yorkshire Birmingham and a number
of the other principal towns of the
country. Negotiations are practically
concluded which will guarantee
~~that~~ they will prove favourable to both
the Syndicate and the United Coy

and which will probably guarantee
100% dividend on the United Cig. Co. stock
even if they ~~do~~ ^{had} no other business.
I shall probably take a large interest
in this & also a very active part in
the management. I have been requested
by the Chairman of the United Cig. and
by the Committee with which the
negotiations were made to do this ^{being} of the opinion that notwithstanding
my connection with the United Cig. Co. I
yet having had nothing to do with the
negotiations there cannot possibly be
any impropriety in my taking this step.

As the Syndicate for the proposed
exchanges will have the right to use
any telephone heretofore or hereafter to
used by the United Cig. and as it
has been determined to use instruments
of an uniform pattern throughout
the provinces it is of the greatest
importance that the Pand Syndicate
be used in the first of these exchanges.
I have spoken to the members of the
Syndicate about it and they seem
very much impressed by the description.

5 if it and they will & believe agree to
pay a handsome royalty for the
use of it. Therefore the object of this
letter is to urge you to have
the thing perfected as quickly as possible
and as soon as it is ready send
it over with a good man - I should
think our friend Backenue would
be the man but you know best.

The whole question of a syndicate
for the Province has arisen from
the result of feeling in favour
of Americans to do this work. You
will remember that after the
amalgamation of the old staffs
of the Bell & Edison Companies the
Americans were all discharged. This
was no doubt because of white
bribery to Col. Lubbock who was an
Englishman and desirous of putting
in Englishmen to the exclusion
of Americans and all the Americans
were left out in the Cold. The
principal & controlling Directors
of the United Coy (in which category

X I do not include Mr. Bourne who
is taking a back seat) there is a
unanimous feeling in favour of
Americans to do this business
and there is every reason to expect
that the future development of
the telephone in this Country ^{at least} will
be practically accomplished by
Americans

It is an incalculable pity
that Johnson is not here now as it
is difficult to replace him. It may
be necessary to bring Roe here for a
time

Yours very truly
W. H. Burrill

S. S. City of Richmond

6, Lombard Street, E.C.

London 22nd Sept 1888

CHAS. ARBER,
"SOMERSET, LONDON."

Thos A. Edison Esq
Menlo Park
New Jersey

Dear Edison

Edison Telephone Co of London have

I am taking such steps as will
probably result in my obtaining the
desired number of shares. Aside from
the advantages of control this will
prove a very profitable employment
of the money as the shares are worth
a great deal more than anybody
now holding them is aware and many
have each ^{an} opportunity of knowing exactly
what they are worth as you and I
as the limit is necessarily fixed by
the least we will take for our shares

Yours very truly

W. P. M. M. M.

Denver & Rio Grande Railway Company,

17 CORTLANDT STREET,

(Coal and Iron Exchange.)

WM. J. PALMER,
President.

New York, Sept. 23^d. 1888.

My dear Sir,

Would you please send
me word here if it would be
convenient for me to call on you
at Menlo Park on Tuesday next
the 28th inst: & if so at what time

wrote Renshaw
All right. Come
tomorrow will
be pleased to
see you —

Believe me

Yours Truly

A. G. Renshaw

P. A. Edison Jr.

CALL ADRESS.
"OURAUS, LONDON"

2, Lombard Street, E.C. 4.
London 10th Sept 1880

Thos Alva Edison Esq

Menlo Park

New Jersey

My Dear Edison

Any formal introduction
of Mr. Penchaw would be
superfluous. You will I
know be only too pleased
to show him everything
of interest at Menlo.

Mr. Penchaw is on
his way to Colorado on
a flying trip and will
therefore have but little
time to spend with you.

If the Light Show
should come off, while

he is in America please
make a point of letting
him know the date
sufficiently in advance
to enable him to be on
hand as aside from the
pleasure to himself it would
be a great advantage to
all concerned if he returns
he is able to state what
he saw with his own
eyes

Yours very truly
Wm. Penchaw

Mr. R. take out to you
your Certificate of
interest in the Edison Tel.
C. of N. Trust.

"CABLE ADDRESS."
"GUTHRIE, LONDON."

S. J. Richardson
6, Lombard Street, E.C. 4.
London 28th Sept 1880

Thos Alva Edison Esq

Wentworth Park

New Jersey U.S.A.

Dear Edison

Edison Telephone Co of London. There was
an extraordinary meeting of the shareholders
held a few days since at the instigation
of a number of shareholders who desired
to divide the United Company shares and
liquidate the Co to save themselves
unnecessary expense. This thing has
worked out just as expected. The
shareholders want the division and do
not see any reason to pay Directors
simply to speculate with United Co
shares. Seeing the temper of the share-
holders the Board ~~the~~ decided, evidently
with considerable reluctance, to fall in
with the spirit of the movement rather
than oppose it and so the meeting
came off quite amicably and results

2 in unanimous resolutions ~~being~~
instructing the Board to negotiate
with the Trust of the Eastern Railway
with a view to arriving at a basis
of settlement and requiring the
Board to report ~~the result~~ ^{the result} at an Extraordinary
General Meeting to be held prior to
the ordinary general meeting for the
year.

In Mr Renshaw's absence the
negotiations have been opened with
me and I was yesterday informed that
a written proposal would be made me
in the course of a day or so.

Numerous speeches were made at
the meeting and I was called upon to
give an explanation as to the Trust and
so far as I was able the cause of the
Parties ~~to the~~ interested in the Trust,
which I did in such a way as to
receive repeated expressions of approval.
I made it clear to them that the parties
interested would readily assent to a division
upon fair and equitable terms; that
meanwhile the Trust Certificates were
as negotiable and their value as

3 ascertainable as the shares of the City
itself, as the value of the one could not
be ascertained without determining the
value of the other which they seemed
to see. There seemed considerable dissatisfaction
of Mr. Bouverie's course in abandoning
the negotiations at the time when he
made the proposition which you declined
and the shareholders are evidently determined
that they shall not be dropped this time
but settled upon some equitable basis.
They all clearly see that the investment
has turned out a very handsome one
and I told them that we were prepared
to settle on a basis which would leave
them an extremely good profit.

In this connection I must tell
you that my word expectations about
White and Bouverie are fully realized
and this is conclusively proved by
a memorandum drawn up by White
and referred by the Board to Counsel
for opinion. This memorandum is the
most superficial expression of a most
unfair intention on the part of the

A Board as you will be able to see
for yourself when you read the
memorandum which I will endeavor
to send you by this or next mail. The
scheme was no less than an attempt
by which the Edison shareholders
should sell their shares to the United
Telephone Co. thus leaving you to
fight the question of your interest
with the ~~the~~ ^{that} Co. instead of settling
with the Edison Co.

This however was found to be
impracticable and they pretty well
see they have got to deal on the square
and so they mean to do it.

Yours very truly

W. H. Burr

J. Waterhouse Esq

1 New Court

Chancery Street. W.

Copy

47 Lincoln's Inn Fields
London N.W. Oct 30/19

Dear Sir,

Telephone Co.

I have now the pleasure to send you copy of the Specification No 2909 altered as I propose in accordance with Mr Webster's opinion.

I think the 2nd claim is quite sufficient to cover the Tension Regulator and we shall thus avoid the necessity for altering the 3rd claim by striking it out altogether. I considered also that the 20th claim covers the really novel features of the Phonograph and that the Patent will be the stronger if the 9th and 10th claims are excised. There will then remain 4 claims covering 4 specific features, viz.,

- 1 - Mica Diaphragm
- 2 - Tension Regulator
- 3 - Receiver
- 4 - Phonograph

I return you the copy of the specification altered by Mr Webster as requested

I am, Dear Sir, Yours truly
(Sd) J Henry Johnson

Denver & Rio Grande Railway Company,

PRESIDENT'S OFFICE

17 CORTLAND STREET.

W. J. PALMER,
President.

New York, Nov. 15th 1880

My dear Sir,

I am back here
this morning from Canada.
Will you be in New York
this week, & if so, let me
know where I can see you.
or otherwise let me know
what day I can find you
at Menlo Park. I am
sailing for England on the 24th inst.
Yours very truly
Chas. Kershaw

CHIEF OFFICE,
"STANDARD," LONDON.

6 Lombard Street, E.C. 4.
London, Nov 20 1880.

Thomas A. Edison Esq
Menlo Park,
New Jersey.
U. S. A.

My dear Edison,

You may have heard of
White's disgrace, and the conspiracy
that is on foot in the United Company
on the part of the Edison directors.
No doubt stimulated by White. I
have just come across a document
which will satisfy you and Johnson
very fully as to the wily ways of EPB
and A.W. as shown by a memorandum
of which I send you a copy, and the
purpose of which is too obvious to
require any comment upon my part.
You will be surprised to further learn
as I was when I ascertained it
that instead of this audacious
and shameful proposition being
consigned to the flames, and the
author consigned to oblivion, that
actually Boniverie sent this document
to counsel for opinion as to whether
it was practicable to carry it out
and counsel advised that it was
not. I shall also send you copy
of this counsel's opinion. This
attempt to do you out of the just
fruits of your honest labours

I venture to say was never attempted in the whole course of your chequered experience.

Yours Sincerely

Wm. H. H. H. H.

Don't forget my L. of introduction
for "Little Men's."

Wm. H. C. W.

Miss Ophelia.

[illegible][illegible]

The British Company will then be
joint of ~~the~~ the British Company, plus 20
of the British shareholders is
in the new ~~company~~ ~~company~~.

The ~~other~~ ~~two~~ ~~three~~ have the "United
States" ~~the~~ ~~company~~, or ~~financial~~ company
with money ~~to~~ ~~be~~ ~~used~~ ~~for~~ ~~a~~ ~~small~~
without ~~in~~ ~~order~~ ~~to~~ ~~do~~ ~~the~~ ~~great~~ ~~work~~ ~~which~~
~~a~~ ~~company~~ ~~and~~ ~~this~~ ~~is~~ ~~the~~ ~~reason~~

~~There are no more~~

- [illegible]

"instead of a company - new capital -
part, and with a large number of
shareholders"

It was, however, in 1871
carrying out the plan, and
to form, without sufficient
to meet the requirements of the
holders. In becoming the Ocean Company and
undertaking to carry out the plan.

11

[TRANSCRIPTION FOUND IN DOCUMENT FILE]

Copy of enclosure in letter of Nov. 20, 1880 from Col. G.E.Gouraud to Edison.

MEMORANDUM

As the great majority of the shareholders of the Edison Company are desirous of exchanging their unsaleable Edison scrip into stock of the United Telephone Company, and as Mr. Edison has rejected overtures made to him for the liquidation of the Company, it has occurred to me that a capitalist may be found who shall buy the shares of the Edison shareholders and that, that capitalist be the United Telephone Company, Limited. As the transaction is one that if it takes place, will be between the United Company and each individual Edison shareholder and not between the two companies, Mr. Edison's rights will not be affected, and it will not be competent to him or to his representative to object.

With regard to the consideration, I propose that the Edison shareholders should pay the United Company 15 pounds in cash on each of their shares and that they should receive in exchange for this cash and their share certificates, their rateable proportion of the 15,000 pounds paid to the Edison Company by the United Company.

The United Company will then be in point of fact, the Edison Company, plus so many of the Edison shareholders as do not join in the arrangement.

Mr. Edison will have the United Company to deal with, a powerful company with money at its back, instead of a soul without a body, as is the ghost-like Edison Company of the present time.

The advantages are as follows:

"The Edison shareholders will exchange an insoluble for a soluble stock, and the value of their proportion will be ascertainable at pleasure and equality capable of being realised.

"The Edison Company will make 10,000 pounds in cash with absolutely no risk.

Mr. Edison will have a strong company enforce his rights instead of a company without capital or plant, and with a body of disaffected shareholders"

If any objection are raised to the Company carrying out this matter a capitalist can be found, without difficulty, in whom can be merged the interests of the fifty-one shareholders, he becoming the Edison Company, and undertaking to carry out the contract with Edison.

A.W.(hite)

The Edison Telephone Company of London, Limited.
Mansion House Chambers,
Room 10715.

4, Queen Victoria Street, E.C.

MANAGER & SECRETARY.
ARNOLD WHITE.

London Nov. 21st 1899.

J. A. Edison Esq.

Menlo Park.

New Jersey. U. S. A.

Dear Sir,

I have to-day
sent you cable message
as follows:

"Ten Thousand pounds
here on account Lancashire
shall we pay Gowand for
you or how otherwise"

which I now confirm
I am

Dear Sir

Yours faithfully

Arnold White
Manager

Jordan Nov 21 80
Armedly White
No ans

CHAS. ROSS,
"GOURAND, LONDON."

6, Lombard Street, E.C. 4.
London Nov. 27th 1880

J. A. Edison, Esq.,
Mentor Park,
New Jersey - U. S. A.

file

Dear Edison

I confirm receipt of the following cable from you

"Close up London
need my money"

To which I replied

Nov 25th

"Draw fifty day two thousand
pounds".

I notice that you still address me
Mentor Park London and sign it. For the
future address me "Neside London" (your
name spelled backwards) without signature
and I shall know that it comes from
you.

Yours truly

~~Chas. Ross~~

"Close the thing up" because I
seldom go away like - but you must
always have money when you "want it"

! I have it! I can get it!

THE EDISON TELEPHONE COMPANY OF LONDON,
LIMITED.

NOTICE IS HEREBY GIVEN that the Second Ordinary General Meeting of the Shareholders of the Edison Telephone Company of London, Limited, will be held at the Offices of the Company, 44, Gresham Street, in the City of London, on Wednesday, the fifteenth day of December next, at Two o'clock in the afternoon precisely.

ARNOLD WHITE,

Secretary.

44, GRESHAM STREET,
LONDON, E.C.

25th November, 1880.

THE
Edison Telephone Company of London,
LIMITED.

REPORT OF THE DIRECTORS

AND

BALANCE SHEET,

To 31st October, 1880.

NOTICE is HEREBY GIVEN, that the Second Ordinary General Meeting of the Shareholders of the Edison Telephone Company of London, Limited, will be held at the Office of the Company, 44, Gresham Street, in the City of London, on Wednesday, the fifteenth day of December next, at Two o'clock in the Afternoon precisely.

ARNOLD WHITE,

Secretary.

44, GRESHAM STREET,
LONDON, E.C.,
25th November, 1880.

REPORT OF THE DIRECTORS

OF THE

Edison Telephone Company of London, Limited.

THE Shareholders have already been made aware of the circumstances which rendered it expedient to unite the interests of this Company with those of the Telephone Company, Limited. The amalgamation was carried into effect as from the 1st May last, and the adjustment of accounts between the respective Companies is now nearly complete.

Your Directors have, since the date of the last General Meeting, sold to the United Telephone Company, Limited, for the sum of £5,000, the property and plant of the Edison Telephone Company of Glasgow, Limited, which the Company had acquired under Agreement with Mr. Edison, dated the 18th August, 1889.

Your Directors, feeling that this Company's interests were identical with those of the United Telephone Company, Limited, considered that it would be unwise to maintain, in the West of Scotland, a competition which had ceased in other parts of the United Kingdom; and they have conceded to the United Telephone Company, Limited, more favorable terms than, under other circumstances, would have been granted.

Negotiations were opened with Mr. Edison with the view of securing his assent to the immediate liquidation of this Company, so as to save the expenses necessarily attendant upon keeping the Company in existence for the sole purpose of distributing the dividends to be received upon the shares in the United Telephone Company, Limited, belonging to this Company. The Board regret to state that their efforts to arrive at a satisfactory settlement have hitherto failed of success. It appears to your Directors that all Mr. Edison can claim is an assessment of his interests based upon the various Agreements now subsisting between himself and the Company, and that the Board have no power, nor have any majority of the Shareholders the power, of giving him more than is thus stipulated. With this view, however, Mr. Edison and his representative do not appear to concur, and the question now rests in suspense till this preliminary impiment is overcome.

The Balance Sheet of the Company, made up to the 31st October, is annexed.

Sir PHILIP WOODHOUSE retires as one of the original Directors under the Articles of Association, and offers himself for re-election.

Mr. EDWIN WATERHOUSE, the Auditor, also retires and offers himself for re-election.

E. P. BOUVIERE,
Chairman.
ARNOLD WHITE,
Secretary.

THE EDISON TELEPHONE COMPANY OF LONDON, LIMITED.

BALANCE SHEET.

31st October, 1880.

Dr.		£	s.	d.	£	s.	d.	Cr.
To NOMINAL CAPITAL, 5,000 Shares of £100 each	...	200,000	0	0				
Of which there have been issued 520 Shares...	...	52,000	0	0				
Less Uncalled	...	2,750	0	0				
Calls in Arrear	...	52,250	0	0				
To LOAN AND INTEREST	...	518	0	0	61,740	0	0	
To CREDITORS—					5,041	4	8	
Open Accounts	...	1,268	0	0				
Promissory Note to T. A. Edison	...	5,000	0	0				
To LIQUIDATORS OF THE EDISON TELEPHONE COMPANY OF GLASGOW, (see—					6,268	0	6	
Purchase of Business	...	17,000	0	0				
To BALANCE—					83,149	2	2	
Nominal Surplus	...	81	036	8	1			
		2164,185	13	3				
								1164,185 13 3
By Cash—								
At Bank	...	2,448	3	0				
In hand	...	283	9	1				
By MONEY DEPOSITORS	...				2,871	12	1	
By UNITED TELEPHONE COMPANY—					1,417	8	5	
On General Account	...	2,896	12	9				
Purchase of Glasgow Business	...	5,000	0	0				
By ADVANCE TO T. A. EDISON—					7,896	12	9	
On Account of Royalties	...				35,000	0	0	
By MONEY SALARIES—								
Edison Telephone Company of Glasgow, £2,000, estimated at	...	2,000	0	0				
United Telephone Company, nominal value	...	115,000	0	0				
								117,000 0 0

E. P. BOUVERIE, *Chairman.*
ARNOLD WHITE, *Secretary.*

I have examined the above account with the books and vouchers of the Company, and find it correct.

44, GRESHAM STREET, E.C.

14th December, 1880.

EDWIN WATERHOUSE, *Auditor.*

T. A. EDISON,

Cable

Menlo Park, N. J., Nov 5th 1880.

1 Pm

T A Edison

Johnson want six best
Engineers for foreign salary
Twenty pounds month from
arrival destination bonus
200 formation Company Expenses
when travelling three months
trial send by Inman Carsons
order Rose recommends
Plattley Richards Robins
Robertson Nise Stacy

39 London.

Gouard
to Edison

Nov 30, 80

1
London
via NY

Dec 20 80
2 25

Edison

Dreys advised

Collier

By

Forwarded London Dec 30/70
to Edison

*See previous
information* New York
Dec 6th 1880

T. W. Edison Esq.

Dear Sir

I understand
you are in need of telephone men
for Europe I am at present employed
by the Metropolitan Telephone & Tel. Co
as inspector. Have done all kinds of
telephone & telegraph work; if you can
do anything for me I prefer to go to
Hampstead Road, London, W.C.1, England,
hoping to hear from you soon
I remain

Yours Very Truly

G. Morris

Inspector

Met. Telephone & Tel. Co
923 Broadway

Form No. 5.

THE METROPOLITAN TELEPHONE & TELEGRAPH COMPANY,

W. H. FORBES, PRESIDENT.

EXECUTIVE OFFICES,
Western Union Building,
H. W. POPE, Gen'l Supt.

GENERAL OFFICES,
Liberty and Greenwich streets,
GEO. L. WILEY, Asst. Gen'l Supt.

DISTRICT EXCHANGE OFFICES.

38 Whitehall street, N. Y.
37 Broadway, N. Y.
35 Williams street, N. Y.
102 Broadway, N. Y.
12 Nassau street, N. Y.
33 Murray street, N. Y.
24 Canal street, N. Y.

37 Sping street, N. Y.
46 East Fourteenth street, N. Y.
92 Broadway, N. Y.
1415 Broadway, N. Y.
Yorkers, N. Y.
Brooklyn, N. Y.
Coney Island.

Jersey City, N. J.
Newark, N. J.
Elizabeth, N. J.
New Brunswick, N. J.
Paterson, N. J.
Orange, N. J.

H. Y. Lee 8th *msr.*
Mr. Edison *Wentz Park.*
Dear Sir

I would respectfully make application for a position. I am informed that you are sending Inspectors to Europe. I am a practical man, having worked with the W. U. Tel Co and the W. Electric Manuf. Co a number of years, am now employed with the W. U. Tel Co as Inspector at 191 Broadway N. Y. Ellsworth Manager to whom I refer as to my capabilities. Hoping I may have an early answer I remain yours

H. Ehrlich, Inspector

We cannot over estimate the importance
of having the document properly
completed, and unless the jurat states
that it was sworn to, it is not recognized
by our courts of law and is treated
as a nullity -

Yours faithfully,

Renshaw & Renshaw

P.S. Of course you will get the
Notary's signature verified by
the British Consul in the usual way.
R.R.

W

Cont.

21/11/80

Renshaw Renshaw

2 Nov 21-80

2, Suffolk Lane,

Canman Street,

London, E.C. 9th Dec 1880

J. A. Edison Esq

Monte Park,

New Jersey, U. S. A.

Dear Sir,

re. A. Buscher

We enclose Affidavit of
documents for you to swear -

The one Mr Renshaw brought back
is objected to because the form added
by the Notary is informal and does not
show that the Affiant was ever sworn
at all as Mr Renshaw tells us it
really was - We have added the
proper clause for the Notary's signature
for his guidance -

Please swear the Affidavit and
return it to us at your earliest convenience

2 Copthall Buildings, Angel Court
London. E.C. Dec. 10th 1880.

Sir,

Having duly notified the Directors of the Edison Telephone Company of London Limited and each of the Shareholders of my intention to move the following Resolution at the General Meeting of the Company called for the 15th inst, and believing the passing of this Resolution to be of the utmost importance (this belief being shared by some other Shareholders on whom I have consulted) I therefore beg leave respectfully to urge that you be present personally at the Meeting in order that its import be bearing upon the future interests of the Company may be clearly understood.

If you cannot attend the Meeting personally, and approve of the object of the resolution, I shall be happy to give effect to your wishes, and for that purpose enclose a Proxy form for your signature.

I beg to remind you, however, that proxies must be returned to me not later than noon of Tuesday the 14th inst. in order that they may be duly lodged at the office of the Company twenty-four hours before the said Meeting.

Proposed Resolution.

- "That no Proxy shall be executed or any vote given
- "in respect of the 25000 shares in the United Telephone
- "Company Limited held by the Edison Telephone Coy.
- "of London Limited or any of such shares except to
- "such person and in such manner respectively, as
- "the Edison Company may from time to time in
- "General Meeting direct-

Yours faithfully

D. Parrish

The Edison Telephone Company of London Limited,
44, Gresham Street, E.C.
London, E.C. 2, 1888

My dear Sir,
I have the honor to acknowledge the receipt of your letter of the 11th inst. in relation to the Edison Telephone Company of London Limited, and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

I am, Sir, very respectfully,
Yours,
J. A. Edison

Wm. H. White

Secretary

J. A. Edison

[ENCLOSURE]

The Edison Telephone Company of America,
Limited.

I Thomas Alva Edison

do hereby certify that I am a member of the Edison Telephone Company of America, Limited,
and do hereby appoint the Right Honourable Edward Richard Bowyer or
quoting him Sir Philip Edmund Hordern, K. C. B. (being likewise
Members of the Company) as my proxy to vote for me and on
my behalf as holder of shares, at the General Meeting of the
Company to be held on the 15th day of December next, and at any
adjournment thereof.

At witness my hand this 15th day of December, 1880.



Know all men by these Presents that I
Thomas Alva Edison of Menlo Park, New Jersey,
in the United States of America do hereby appoint George
Edward Gouraud of No. 6 Lombard Street in the City
of London England my attorney with full power of substitution
and revocation for me and in my name and stead and on my
behalf to petition the Queen of the United Kingdom of Great
Britain and Ireland for Letters Patent for the United Kingdom
of Great Britain and Ireland the Channel Islands and the Isle of
Man or any part thereof for any and all inventions of every name
kind and nature whatsoever of which I am now or hereafter may be
the true and first inventor and in my name to sign and execute said
petition for Letters Patent as aforesaid also in my name to make
and execute any declaration or declarations any provisional or
complete specification or specifications or abridgments thereof or any
drawing or drawings also ^{any} notices statements or warrants and any and
all documents papers and instruments of every name nature and kind
whatsoever that may be required by the laws or statutes of the Kingdom
of Great Britain and Ireland or by any Commissioner or other authorized
Officer thereof or by any properly authorized Rules Regulations or instructions
appertaining to Letters Patent or to the applying for or procuring of the same
and in brief to do and perform in my name any and all matters and things
that may be necessary hereafter to take out patents for me and in my name
in the said Kingdom of Great Britain and Ireland in as full and ample
manner and with the same force and effect as I might do if I were
personally present and personally did all that my said attorney may
hereafter do touching or in anywise connected with the subject-matter
of Letters Patent as aforesaid and I hereby agree to ratify and confirm
and by these presents do hereby ratify and confirm all that my said
attorney or his substitute shall lawfully do or cause to be done by him

hereof including in such confirmation whatsoever shall be done, within
the time of my death and the fact and time of such death becoming
known to my said attorney whithness whereof I the said Thomas
Alva Edison have hereunto set my hand and seal at Menlo Park
State of New Jersey United States of America this fourteenth
day of December One thousand eight hundred and eighty

Agreed sealed and delivered
by the above named Thomas
Alva Edison in the presence of

State of New Jersey }
County of Middlesex }

On this 14th day of December
AD 1880 before me personally appeared Thomas Alva
Edison to me known to be the individual described
in and who executed the above power of Attorney and —
acknowledged that he executed the same for the purposes
therein mentioned as witness my signature and notarial
seal the day and year last above written.

S. L. Griffin
Notary

Middlesex County



Know all men by these Presents that We
Thomas Alva Edison and Edward A. Johnson
both of Menlo Park New Jersey in the United States of America
do hereby jointly and severally appoint George Edward
Lombard of No. 6 Lombard Street in the City of London
England our joint and several attorney with full power of sub-
stitution and revocation for us jointly and severally and in our name
and stead and on our behalf either jointly or severally or both to
petition the Queen of the United Kingdom of Great Britain and
Ireland for Letters Patent for the United Kingdom of Great Britain
and Ireland the Channel Islands and the Isle of Man or any
part thereof for any and all inventions of every name kind and
nature whatsoever of which we or either of us jointly or severally
are or is now or hereafter may be in possession and of which we
jointly or severally or both have been are now or hereafter may be
the true and first inventors and in our name either jointly or severally
or both to sign and execute said petition for Letters Patent as aforesaid
also in our name as aforesaid to make and execute any declaration or
declarations any provisional or complete specification or specifications
or abridgements thereof or any drawing or drawings also any notices
statements or warrants and any and all documents papers and instruments
of every name nature and kind whatsoever that may be required by the
laws or statutes of the Kingdom of Great Britain and Ireland or by
any Commissioner or other authorized officer thereof or by any properly
authorized Rules, Regulations or instructions appertaining to Letters Patent
or to the applying for or procuring of the same and in brief to do and
perform in our names either jointly or severally or both any and all
matters and things that may be necessary hereafter to take out patents
for us or either of us and in our names either jointly or severally or
both as aforesaid in the said Kingdom of Great Britain and Ireland
in as full and ample a manner and in the same force and effect as

as we might do if we severally or jointly were personally present and personally did all that our said attorney may hereafter do touching or in any wise connected with the subject matter of Letters Patent as aforesaid and we severally and jointly hereby agree to ratify and confirm and by these presents do severally and jointly hereby ratify and confirm all that our said attorney or his substitute shall lawfully do or cause to be done by virtue hereof including in such confirmation whatsoever shall be done between the time of our several deaths and the first and time or times of such several deaths becoming known to our said attorney In witness whereof we the said Thomas Alva Edison and Edward H. Johnson do jointly and severally hereunto set our hands and seals



State of New Jersey }
County of Middlesex } ss

On this 14th day of December A.D. 1880
Before me personally appeared Thomas Alva Edison and
Edward H. Johnson to me known to be the individuals
described in and who executed the above power
of Attorney and acknowledged that they executed the same
for the purposes therein mentioned as witnesses my
signature and notarial seal the day and year next
above written

D. L. Griffin

Notary

Middlesex County



Know all men by these Presents that I
Edward H. Johnson of New York New Jersey in the
United States of America do hereby appoint George Edward
Gourand of No. 6 Lombard Street in the City of London England
my attorney with full power of substitution and revocation former and
in my name and stand and in my behalf to petition the Queen of the United
Kingdom of Great Britain and Ireland for Letters Patent for the United
Kingdom of Great Britain and Ireland the Channel Islands and the Isle
of Man or any part thereof for any and all inventions of every name
kind and nature whatsoever of which I am now or hereafter may be
in possession and of which I have been now or hereafter may be the true
and first inventor and in my name to sign and execute said petition for
Letters Patent as aforesaid also in my name to make and execute any
declaration or declarations any provisional or complete specification or
specifications or abridgement thereof or any drawing or drawings also
any notices statements or warrants and any and all documents papers
and instruments of any name nature and kind whatsoever that may be
required by the laws or statutes of the Kingdom of Great Britain and
Ireland or by any Commissioner or other authorized officer thereof or
by any properly authorized Rules Regulations or Instructions appertaining
to Letters Patent or to the applying for or procuring of the same and
in brief to do and perform in my name my and all matters and
things that may be necessary hereafter to take out patents for me and
in my name in the said Kingdom of Great Britain and Ireland in as
full and ample a manner and with the same force and effect as I
might do if I were personally present and personally did all that my
said attorney may hereafter do touching or in any wise connected with
the subject matter of Letters Patent as aforesaid and I hereby agree to
ratify and confirm and by these presents do hereby ratify and confirm
all that my said attorney or his substitute shall lawfully do or
cause to be done by virtue hereof including in such confirmation

whatsoever shall be done between the time of my death and the first
and time of such death becoming known to my said attorney
in witness whereof I the said Edward H. Johnson have
hereto set my hand and seal at Mills Park, State of New Jersey
United States of America this fourteenth day of December one
thousand eight hundred and eighty

Signed, sealed and delivered
by the above named Edward
H. Johnson in the presence of

State of New Jersey }
County of Middlesex } ss

On this 14th day of December
A.D. 1880 before me personally appeared Edward H.
Johnson to me known to be the individual described
in and who executed the above power of Attorney and
acknowledges that he executed the same for the
purposes therein mentioned. As witness my signature
and notarial seal the day and year last above
written.

S. L. Griffin
Notary
Middlesex County

Copies of Powers of Attorney
TAE to GE forward
" " " "
" " " "
Joint 687
TAE

Not Executed

Rec N 188 Instruments
Telephones

The Edison Telephone Company of London Limited
45, Gresham Street E.C.
London E.C. 2

Dear Sir,
I beg to acknowledge the receipt of your letter of the 14th day of January 1908, in relation to the Edison Telephone Company of London Limited, and to inform you that the same has been forwarded to the proper authorities for their consideration.

Yours faithfully,

Wm. A. White

Secretary

J. A. Edison Esq.

My return - Inclosed is
Copy of Directors Report
and accounts.

Yrs truly
Chas. Burshaw

T. A. Edison Esq.

Mentis Park

New Jersey

Copy
T. A. Edison

U. & Burshaw
no reply

2, Suffolk Lane

Chancery Street

London, E.C. 10th Dec. 1880

Dear Sir:

Chas. Burshaw

The meeting convened
for yesterday was adjourned
to the 11th January &
meanwhile negotiations will
take place between Mr.
Borwick & myself for the
settlement of your claim
& the liquidation of the
London Company. I have
heard of us offer being
made since the date of

4, BROAD SANCTUARY,
WESTMINSTER, LONDON, S.W.,
17th December, 1880.

TO THE
Shareholders of the United Telephone Company,
LIMITED.

GENTLEMEN,

1. A requisition has been sent in to the Board of the Company, in legal form, calling upon them to summon an extraordinary General Meeting of the Company, to consider a proposal censuring the method of conducting its affairs.

2. A portion of the Board has, for some time, felt grave misgivings, as to the progress and prospect of the Company, which they are satisfied have been materially injured, by the mode of administration and management of its affairs. Feeling certain that no good could be effected without a thorough change in these respects, the following Resolution was proposed, on the 12th November, 1880, by the Right Hon. R. P. Bouvarie, the Deputy-Chairman, and seconded by Viscount Anson :—

"That the present system of managing the Company's affairs is unsatisfactory."

3. To this Resolution the following amendment was moved, seconded, and carried by six Members of the Board against four :—

"That seeing the untiring energy displayed by the Chairman in managing and developing the business of the Company the Board now tender him their hearty thanks and approval of all that has been done, and they hope he will continue his exertions for the benefit of the Company."

4. On a day shortly subsequent, the Board passed the following Resolution, which needs no comment :—

"Resolved that it be an order of the Board that any individual Director requiring
"information from the Offices of the Company, or extracts from the books or
"accounts, shall first submit in writing his wishes to the Board, in order that
"they may determine that such information or extracts can be given without
"prejudice to the interests of the Company, or undue interference with the
"daily duty of the Officials."

5. The minority of the Board, after full consideration of their position, as jointly responsible towards the Shareholders for the conduct of their affairs, reluctantly arrived at the conclusion, that as they were powerless to enforce their views of what is requisite, their duty could only be properly discharged, by placing the proprietary in possession of the general grounds, on which they took the above course, and by requesting the Shareholders to accept their resignations, should the views entertained by themselves, not be adopted.

6. They accordingly requested the Board to summon a General Meeting of the Shareholders—a request which was declined, after a week's delay, on the 1st of December. Hence the Requisition which has occasioned the forthcoming Meeting of the Company.

7. There is no question whatever of conflicting interests between the two Companies (Bell and Edison), which have been amalgamated—their common object and interests are absolutely the same—and one of ourselves (Lt. Colonel Webber, R.E.), was acting as Managing Director of the Bell Company, for two months, before the amalgamation.

8. The business of the Board, on behalf of the Company, was to develop, as rapidly as possible, the use of the marvellous inventions, for which it possesses the Patent rights.

9. In London, this involved the careful organization of a considerable working staff, engaged in obtaining way leaves, erecting lines, and fixing instruments, the establishing new centres of exchange, at appropriate points, in the various districts of London, and its vicinity, with active and constant supervision to ensure good work, including a series of precautionary measures against accidents, which might, at any time, prove of a serious, if not fatal, character.

10. It also required a system of constant watchful administration, at the Head Office, over the large expenditure involved—a technical check on the quantity and quality of the apparatus, and stores supplied—and a skilled supervision of the working of the switch rooms, and the due maintenance of the system, as it came into operation.

11. In the Provinces, it was requisite to organise, as rapidly as possible, in connection with the parent Company, either local Companies interested in the development of the enterprise, or subsidiary provincial staffs, which should carry out, under due inspection, the same operations, as are above described.

12. As to the whole of this, whether in Town or Country, it may be stated, that scarcely anything material has been done, during the five months which have elapsed, since the commencement of the united Company.

13. In London, the increase in the number of subscribers in four months was less than 100, and the total increase since the 1st June is under 230. The number of Subscribers connected to the two systems when they became united on the 2nd of June was 575.

14. To such an extent has the successful working of the Company's Metropolitan exchanges deteriorated, that the use of the wires by customers has been largely discontinued. The average recourse to each exchange wire, in London, of the Bell and Edison Companies respectively was, at the time of their union, from five to ten per diem. In October, although the facilities of communication afforded by the amalgamation of the systems were doubled, the use of the United system fell to $2\frac{1}{2}$ per wire per diem. It is this daily use of each wire which is the true test of the utility to its customers of the Telephone Exchange. There has been no substantial addition to the number of Exchange Offices, with business, in the metropolis.

15. The stream of complaints from customers has been constant and increasing, and instead of each subscriber becoming practically an advertiser of the system, by a report of its advantages to his friends, it is within our knowledge, that their complaints have deterred others from joining.

16. Advertising has absolutely ceased, and canvassing for fresh subscribers has been reduced to a minimum. The switch rooms, instead of being uniformly conducted on the most approved system adopted in America, which was recognised and ordered to be adopted by the Board in June, have been left in a state of confusion.

17. The Finances of the Company have been greatly encroached upon, by the necessarily wasteful character of an expenditure not duly overlooked, and not previously calculated with a view to extend proportionately the business of the Company since the union. Since the 1st July, 1880--the date on which the expenditure of the Bell & Edison Companies as the United Company actually commenced, the disbursements amount to £20,976 to the end of October, exclusive of £17,500 paid to Mr. Crossley for his patent rights.

18. The minority believe these results to be due to the total want of a good system of administration and management, and to the absence of any settled policy to guide the conduct of the Company's affairs. The daily business is one, which can only be properly conducted by able, energetic and skilled management, with a duly organized staff, supervised by the Board ;—manager there is none ; organized staff there is none ; skilled supervision there is none.

19. The minority have therefore resolved, that they will not share any longer the responsibility for the present system with the gentlemen who have formally expressed their hearty approval of all that has been done, and who seem to be unconscious whither this method of administration is leading them.

20. There are other matters of grave importance, affecting the interests of the Company which will be laid before the Extraordinary General Meeting of the Company, which has been summoned at the instance of the undersigned, and we earnestly request that you will personally attend the meeting. Should you be unable to attend the meeting in person we shall send a form of Proxy to you when the day of meeting is fixed, which you can fill up and return to the above address, if you agree with the undersigned, that in view of the facts that have been stated above, a change is required in the management of the Company.

We are, GENTLEMEN,

Your faithful Servants,

E. P. BOUVERIE.

C. E. WEBBER.

ANSON.

W. P. BOUVERIE.

36, COLEMAN STREET, LONDON, E.C.,

23rd December, 1880.

To the Shareholders of

THE UNITED TELEPHONE COMPANY, LIMITED.

GENTLEMEN,

We send herewith notice of an Extraordinary General Meeting for the 13th of January, 1881.

Referring to the Circular addressed to you by four of the Directors, dated the 17th inst., we think it better to defer answering the statements therein contained until the Meeting, when the whole subject will be fully gone into.

Meanwhile we confidently appeal to you to withhold your judgment, and to accept our assurance that to each and all of these statements a satisfactory answer will be forthcoming.

It is but fitting to add that our aggregate holding in the Company in our own right, apart from the large holdings of our friends, is £37,210, and that of another Director who is abroad, but who is known to concur with us in our views, is £2,000, whilst the total amount held by the four dissentient Directors is £4,050 only.

We urge the personal attendance of every Shareholder at the Meeting; but to provide for the case of those who cannot attend, the enclosed Proxy is sent, which must be deposited at the Company's Office at least forty-eight hours before the Meeting.

We are, Gentlemen,

Your faithful Servants,

JAMES BRAND,

J. W. BATTEN,

G. B. DEWHURST,

J. STAATS FORBES,

G. E. GOURAUD,

R. H. HOME,

DILLWYN PARRISH,

W. CUTHBERT QUILTER,

JOSEPH B. MORGAN.

The Edison Telephone Company of London,
LIMITED.

NOTICE IS HEREBY GIVEN, That an EXTRAORDINARY GENERAL MEETING of the Shareholders of the EDISON TELEPHONE COMPANY OF LONDON, Limited, will be held at the Offices of the Company, 44, Gresham Street, in the City of London, on Tuesday, the Eleventh day of January next, immediately after the conclusion of the business of the adjourned Ordinary General Meeting of the Company, to be held at noon on that day, in compliance with the following requisition:—

To the Directors of

LONDON, December 16th, 1880.

THE EDISON TELEPHONE COMPANY OF LONDON, LIMITED,

44, Gresham Street, London, E.C.

We, the undersigned, being Members of the Edison Telephone Company of London, Limited, for the number of Shares set opposite to our respective names hereunder, request you to convene an Extraordinary General Meeting of the Shareholders of the Company with the following object:—

To consider, and, if deemed desirable, to pass a resolution to the effect that no proxy shall be executed nor any vote given in respect of the 23,000 Shares in the United Telephone Company Limited, held by the Edison Telephone Company of London, Limited, or any of such Shares, except to such person and in such manner respectively as the Shareholders of the Edison Company may, from time to time, in General Meeting direct.

(Signed)

D. PARRISH... 55 Shares.
B. ISAAC... 7 Shares.
F. G. STEWART... 3 Shares.
GEO. RICHARDSON 6 Shares.
GEORGE HOPKINS 13 Shares.

By order,

ARNOLD WHITE,

Secretary.

44, GRESHAM STREET,
LONDON, E.C.

23rd December, 1880.

The Edison Telephone Company of London, Limited,

44, GRESHAM STREET, E.C.

file
LONDON, 23rd December, 1880.

SIR,

In view of the approaching Extraordinary Meeting of this Company, of which you have received notice, the Board have to request your perusal of the enclosed circular, addressed to the Shareholders of the United Telephone Company, in which this Company, and yourself individually, have each a large interest. The Shares in the United Telephone Company held for the Edison Company, are practically the only asset of this Company. When the Amalgamation took place, the Board believed that it would lead to the rapid and successful development of the business of the United Company, and generally to greatly extended facilities and convenience of working for all those requiring the use of instruments, as well as to a large increase in the value of the property of the Shareholders. These hopes have been disappointed hitherto, and the cause of that disappointment are to be found explained—as your Board fully believe—in the circular in question.

It is proposed by the Requisitionists who have called for a Meeting of the United Telephone Company, to censure this imperfect and unsuccessful system of administering the affairs of the United Company, in the hope of a change being thus effected in the management, &c. Your Directors fully concurring in the objects of the Requisition; appended the seal of the Company to it.

They wish to state, that three of themselves, who formed part of the minority at the United Company's Board, had the fullest means of knowing, as Members of that Board, what the state of the administration of the Company was; and that these three have no interest whatever except in the prosperity of the two Companies now amalgamated. They also wish to state, that the plain object of the Resolution to be proposed at the Extraordinary Meeting is to tie the hands of your Directors, and prevent them from using their judgment in protecting the only property of the Company from serious injury.

I am, Sir,

Your obedient Servant,

E. P. BOUVERIE,

Chairman.

6, LOMBARD STREET,

LONDON, E.C., *24th December*, 1880.

SIR,

Referring to the circular of the 23rd inst., signed by Mr. BOUVERIE,
I have to state that I do not concur in the views expressed by him for the reasons
which I shall be prepared to explain fully at the Extraordinary Meeting.

In the meantime, I think it is desirable that you should have before you
the letter of the majority of the Board of the United Telephone Company, Limited,
addressed by them to the Shareholders of that Company, and I therefore enclose
you a copy.

Yours truly,

G. E. GOURAUD.

Daniel H. Chamberlain,
Walter S. Carter,
Shattuck Blake Eaton,
William G. Hensblow,
Eugene H. Lewis.

Law Office of
Chamberlain, Carter & Eaton,

346 Broadway,

New York, Dec. 24th 1880.

W. A. Edison, Esq.

Dear Sir:-

file

The Powers of Attorney for the English Patents proposed to be executed by you, and by Mr. Johnson for the use of Col. Gouraud, were sent by myself to you last week. Mr. Griffin telegraphed me that you wished to submit them to Mr. Doren. Last Friday I called upon Mr. Doren to ask him to pass upon them, in order that they might be executed and sent abroad. Mr. Doren told me the papers were mislaid, whereupon I made and sent the same to Mr. Doren. If you will now kindly instruct Mr. Doren what you wish him to do with reference to the papers. He can use my copies and after his criticisms are made, such changes can be made as may be necessary, and I will then have the Powers of Attorney rewritten to be sent to you for execution. Will you please, therefore, notify Mr. Doren what you desire from him in the premises and I will see that Mr. Doren is supplied with a copy of the original papers which were sent to you, and which now appear to have been mislaid.

Regretting that I put you to so much trouble in this matter, I beg to remain,

Very truly yours,

W. A. Eaton
C. H. W.

Know all men by these Presents, that I Thomas
Alva Edison, of Menlo Park in the State of
New Jersey, United States of America, have
made constituted and appointed and by these
Presents do make constitute and appoint
George Edward Gouraud of No 6 Lombard
Street in the City of London England my
true and lawful Attorney for me and in
my name place and stead to apply for and obtain
Letters Patent in the United Kingdom of Great Britain and Ireland
as a communication from me, for any and all inventions which
I have made or may hereafter make for Improvements in telephones
and apparatus connected therewith and Circuits therefor, hereby
giving and granting unto my said Attorney full power and authority
to do and perform all and every act and thing whatsoever
 requisite and necessary to be done in and about the premises
so fully to all intents and purposes as I might or could do
if personally present, hereby ratifying and confirming all that
my said Attorney shall lawfully do or cause to be done by
virtue hereof, hereby retaining the right and authority
to revoke these Presents. In witness whereof I the said
Thomas Alva Edison have hereunto set my hand and seal this
31st day of December A.D. 1888

(Signed) T. A. E.

Signed & delivered
by the said Thomas Alva Edison
in the presence of

Chas A Moore

(Signed) Wm Bowman

Notarial cert & Brit Consuls cert
annexed -

Power of Attorney
T.A. Edison
to E. Gouraud

due to telephone
improvements

Dec 31, 1990

This also serves as a copy of a grant
Power of ATG from T.A. Edison to E.H. Johnson
to E. Gouraud, and also as a copy of
a Power of ATG from E.H. Johnson to E. Gouraud
executed and bearing the same date and date

T. A. EDISON,

Menlo Park, N. J., 1880.

At Hon. E. P. Bowditch

Sir: I am in receipt of
your various official & personal
~~personal~~ Communications at
the hands of Mr Johnson
and beg to tender my thanks
for ^{the} expressions of Confidence
in me therein. Combined
with confidence combined
with the interest which Mr
Johnson assures me you
your associate take in my
personal reputation ~~is~~ renders
it doubly repugnant to
me to have to deny you
my presence in England
just now.

Mr Johnson will explain
to you the utter impossibility
of my absenting myself
for so long a time from
the Laboratory at the present

stage of my Electric
Light Development.
Such absence would be
paramount ~~to~~ ^{to} an
abandonment of the
stronghold in the face of
an eager & aggressive
Enemy.

I have supplied Mr. Johnson
with such papers, models,
& information as I am
able to hastily collect.

I am quite satisfied that
you have an impregnable
position in the matter of
the disclaimer & that you
have skillfully managed
the proceedings thus far
taken. I cannot of course
but regret with you that
my patents were not
more carefully drawn.
In re to the Post Office
Contest I fear I could

T. A. EDISON,

file

2
Menlo Park, N. J., 1880.

not lend you material assistance as it appears to me to be a question of law pure & simple. As to the personal element inspiring the pursuit of the Edison Company by you & associates I think you have taken exactly the right position; a bold and straight-forward ^{outspoken} ~~outspoken~~ is precisely what they cannot quiver. I am heartily in favor of such a course as opposed to bargaining of any sort.

Mr. Johnson will convey my further views, as well as my thanks to your associates individually for your support of the Edison Telephone in England. Yours very truly, T. A. Edison

MANAGER & SECRETARY.
ARNOLD WHITE.

The Edison Telephone Company of London, Limited,
Marine House Chambers,
Rue de la Paix, 101.

11, Queen Victoria Street, E.C. 4.
London. 18...

My Dr Edison

I forgot to enclose this
Correspondence —

At an interview yesterday
Gouraud told Waterhouse
that I had acted disgracefully
& very dishonorably &c.
Waterhouse - who is the soul
of honor - replied that he
had watched me closely & was
quite familiar with all my
actions & thoughts & "I am
utterly unable to place my finger
on a single word or action
of his that can in any sense
be construed as dishonorable
or as springing from a motive
of selfishness. He seems to be
singularly free from personal
considerations" & Gouraud
then said "He owes me

The Edison Telephone Company of London, Limited.
Heron, House Chambers,
Romaine St. E.C. 4.
11, Queen Victoria Street, E.C. 4.

MANAGER & SECRETARY.
ARNOLD WHITE.

Everything - "I took him out
of the gutter of New York. I have
loaned him money which he
owes me to this day" - &c &c
What do you think of that?
The money he refers to - is a
certain loan he once made me
(in June 1892 to day) of \$2000
on a 56 share certificate of
Colorado Land Co stock. which
is today at a premium of 25%
- worth 4 times the amount loaned
me on it - This is the only penny
he ever loaned me in his life
Yet he "Took me out of the
gutter of New York" -

Heartily yours

E. H. Wherry

MANAGER & SECRETARY
ARNOLD WHITE

The Edison Telephone Company of London Limited.
Mansion-House Chambers,
Rooms No. 113.

11, Queen Victoria Street, E.C.

London 18

My dear Edison
Topics Multiply-

I have a little scrip - written on the
margin of a newspaper reading
"I will give you 100% of what
I get from the Western Union
for the Electro Motograph"

Now does it Pan Out under the
sale as reported by the ~~World~~
Herald? Eh - what d'you say
E.H.

To be dated the same day as
the Deed of Trust.

To A. G. Renshaw, Esq.
2, Suffolk Lane,
Cannon Street,
London, E. C.

Dear Sir,

Referring to the Deed of Trust which I
have this day signed, and under which you are
appointed a Trustee of all the benefits and property
coming to me under the Agreement dated the
day of 1880 between myself and the Edison
Telephone Company of London Limited, I hereby
request & authorize you to issue Certificates of interest
under that Trust Deed to the following gentlemen, being
all the parties at present interested through or with
me under such agreement.

Name	Address	Proportion of Interest
T. B. Edison	Marlo Park New Jersey, U.S.A.	
G. S. Gouraud	6 Lombard Street London	19/40
G. H. Johnson	11 Queen Victoria Street "	2/40

To all to whom these Presents shall come I Thomas Alva Edison of New York New Jersey in the United States of America Gentleman send Greeting Whereas I am under certain terms of agreement with the Edison Telephone Company Limited of Queen Victoria Street London England which are expressed in a certain formal agreement dated on or about the fourteenth day of July One thousand eight hundred and twenty nine and in a certain subsequent supplementary agreement And whereas by deed or letter of attorney dated on or about the day of and One thousand eight hundred and I appointed George Edward Gowland my representative in England generally and my attorney for the purposes and with the powers and authorities expressed in the said deed or letter of attorney And whereas I have lately revoked the said last recited power and all powers and authorities given by me to the said George Edward Gowland and am desirous of constituting Edward Hibbert Johnson my attorney in his place in manner hereafter mentioned Now therefore these presents witness that I the said Thomas Alva Edison do hereby appoint the said Edward Hibbert Johnson of No. 11 Queen Victoria Street London Gentleman to be my representative in England and my attorney for me and in my name or in his own name and with all the powers and authorities hitherto conferred by the said recited Deed or Letter of attorney on the said George Edward Gowland And particularly with power to negotiate with the said Edison Telephone

Company, on my behalf in respect
of my subsisting agreements with it and
for any variation thereof and generally
to represent me in reference to the same
and for any of the purposes thereby or
contemplated as fully and effectually as
if I were personally present. And to
enter into conduct and conclude any
other negotiation contract compromise or
arrangement in relation to the matters
or things aforesaid which to my said
attorney in his discretion shall seem
proper and expedient In witness whereof
I have hereunder set my hand and seal
this day of One thousand
eight hundred and eighty.

Signed sealed and delivered
by the said Thomas Alva
Edison in the presence of }

To all to whom these Presents
shall come Thomas Alva Edison of Menlo
Park New Jersey United States of America
Esquire send Greeting Whereas by a certain
Power of attorney under my hand and seal
dated the day of one
thousand eight hundred and
or thereabouts I appointed George Edward
Journaud of Lombard Street London England
my attorney for various purposes therein set
forth Now know ye that I the said
Thomas Alva Edison do by these presents
absolutely revoke and make void the said
power of attorney or any other Power of
Attorney under which he may now be
acting for me and every power and authority
expressed to be thereby given In witness
whereof I have hereunder set my hand
and seal this day of
one thousand eight hundred and eighty.—

Signed sealed and
delivered by the said
Thomas Alva Edison
in the presence of



THE

EDISON TELEPHONE COMPANY OF LONDON,
LIMITED.

I, *Thos Alva Edison* of *Menlo Park, New Jersey*
U.S.A.
in the County of _____, being

a Member of the EDISON TELEPHONE COMPANY OF LONDON, LIMITED, hereby

appoint *Frederick Turner of 2 Apples Bldg, Angel St London E.C.*
and
George Hopkins Civil Engineer, 30 Theobald St. Old Bailey
(being likewise a Member of the Company) as my proxy to vote for me &

on my behalf as holder of Shares, at the General Meeting of the Company
to be held on the 15th day of December next, and at any adjournment
thereof.

As witness my hand this _____ day of _____, 1880.

Dated

1880.

Mr. T. A. Edison

to

Mr. George Newington

Agreement
for Sale of Patents and
Patent rights in Telephones
in certain foreign countries.

*The Foreign General Telephone Supply and
Maintenance Company Limited,*

Our Agreement

made this
day of ^{One thousand eight hundred}
and eighty, Between Thomas Alva Edison
of Monticello, Nassau County, State of New
Jersey, United States of America, hereinafter called
the Vendor, of the one part, and George Newington
of Calcutta Road, East Dulwich, in the County of
Surrey, (attorney at law) as trustee for and on behalf
of a projected company, intended to be called
the Foreign General Telephone Supply and Maintenance
Company Limited of the other part:

Whereas the said Thomas Alva Edison is the
inventor of certain inventions for and in relation to instruments
commonly called Telephones, in respect of which he is now
entitled to a patent or patent rights for the Empire of India;
and is applying to have patents and patent rights or authorities
in view of patent rights for and within the other countries
mentioned in the schedule hereto granted or issued to him;
and whereas a company with liability limited by shares
to be incorporated in conformity with the Companies Act 1862
1867 and 1877, under the name of the Foreign General
Telephone Supply and Maintenance Company Limited,
hereinafter referred to as the said company, and to possess
a nominal capital of not less than five million pounds
divided into one hundred thousand shares of five pounds
each, has been projected and it is intended that one of the
objects of the said company to be specified in the memorandum
of Association thereof shall in effect be the acquiring, working,
using and dealing with the said inventions, patents and
patent rights and authorities for and within the countries
aforesaid and the working and using the said inventions
for and within the Republic of Switzerland and the Kingdom

of Holland or any other of the said scheduled
countries in which protection is not granted to
inventors.

Now these presents witness and it is hereby agreed
as follows:—

1. The said company shall forthwith be formed and be
duly registered in conformity with the said Act of Parliament
with such memorandums and Articles of Association as shall
contain nothing at variance with these presents and if such
company shall by their Memorandum or Articles of Association
or otherwise signify their assent to or adoption of these presents
then and thereupon these presents (except the last clause
hereof) shall in all respects and to all purposes be read
enforced and take effect as if the same had been duly
entered into by the said company after the incorporation
thereof and as if the name of the said company after
the incorporation thereof had been inserted herein in the
place of the ^{name of the} said George Stevenson.
2. The said Patent shall sell and the said company
shall purchase at the price hereinafter mentioned the sole
and exclusive right to use and exercise the said invention for
and within the countries specified in the said Schedule
herein and all and singular the said patents and patent
rights or authorities for the Empire of India and each other
countries as aforesaid and he shall endeavour to obtain patents
or patent rights or authorities for the said invention for and
within the said countries specified in the said Schedule so
soon as reasonably practicable and at his own expense.
3. The price of or consideration for the said property hereby
contracted to be sold shall be the sum of seventy thousand
pounds cash and shares of the said company of such
a nominal amount or value as shall from time to time
and at all ^{times} ~~equivalent~~ to one fourth part of the
nominal amount or value of the whole capital
of the company for the time being issued all shares

to be paid as part of the said price or consideration shall be deemed and taken to be fully paid up shares and shall be issued to or in the name or names of the said Thomas Alva Edison or his nominees or nominees in such proportions as the said Thomas Alva Edison shall require.

4. **The** said Thomas Alva Edison and all other necessary parties (if any) shall upon payment of the whole of the said sum of Twenty thousand pounds and the issue to him or his nominee or nominees of one fourth of the first issue of shares in the said Company (such first issue not to be of less than twenty thousand shares in the whole) execute all necessary and effectual assignments and assurances of such of the said patents and patent rights according to the laws of the respective countries or Governments granting or issuing the same as shall then have been obtained and covenant to effectually assign such of them as shall not then have been obtained so soon as practicable after they shall have been obtained if the laws of the Countries shall admit of such assignment unto the said Company or as they may require or if the said Company shall so desire the said Thomas Alva Edison shall execute a proper instrument or proper instruments for declaring that he holds the said patent or patent rights or any of them in trust for the said Company and their assigns absolutely and shall do and execute or procure to be done and executed all such other things and instruments (if any) as may be requisite or expedient for effectuating and perfecting such assurances and declarations of trust as aforesaid and otherwise for absolutely vesting all and singular the said patents and patent rights in the said Company either lawfully or equitably as they may desire.
5. **The** Company shall be entitled without further payment to all extensions of the said patents and patent rights or any of them and to all improvements upon the said inventions or the application of the same which

may be made by the said Thomas Alva Edison during the continuance of the said patents and patent rights or any of them.

6. The said Thomas Alva Edison during the continuance of the said patents and patent rights or any of them or after such patent rights have ceased during the term he personally holds not less than one thousand shares in the Company be a Director or have the power to nominate a Director possessing the qualifications required by each of the other Directors) who shall be an ex-officio member of all executive Committees of the Board. The Director so nominated may by a power of attorney appoint any other person possessing the said qualifications to act in his stead as Director in case of his absence from the meetings of the Board of Directors or any Executive Committee and the person so appointed shall in case of such absence have all the powers of the Director nominated by the said Thomas Alva Edison.

7. The said Thomas Alva Edison and the said Company shall at the expense of the said Company enter into and execute all such further deeds and agreements as may be necessary to give full effect to the provisions of these presents and every point in difference as to what shall be contained in such further deeds and agreements or in reference to carrying out of any of the Causes of these presents shall be referred to the decision of two impartial persons to be appointed in the usual way and their umpire.

8. The said George Newington is nominated as a party to these presents only as a Trustee for the said Company and not in his individual capacity in any respect and he is not intended to and shall not incur any personal or other liability whatsoever by reason of his being a party to and concerning in and

executing these presents whether the said Company shall
or shall not be formed or shall or shall not assent to
or adopt these presents.

As witness the hands of the parties.

— The Schedule above referred to. —

The Countries of India, Norway, Sweden, Denmark, Portugal,
Egypt, The British Possessions in South Africa, Turkey,
Brazil, The Argentine Republic, Ecuador, China, Peru,
Zealand, Switzerland and Holland.

Witness to the signature
of Thomas Alva Edison

S. L. Griffin

TH

Dated

1880

Mr J. A. Edison

to

Mr A. G. Kershaw

Assignment of
the Interests of Mr J. A. Edison
under his Agreement with the
Edison Telephone Company of
London Limited upon Trust.

This Indenture made the ¹st day of
to be dated the day One thousand eight
after the date Hundred and eighty **Between** Thomas Alva Edison
of the one part and Alfred George Kensington of the other part
of the New London & Co. of the other part **Whereas** by an Agreement

dated the day of One thousand eight hundred and
eighty and made between the said Thomas Alva Edison of the one
part and the Edison Telephone Company of London Limited (hereinafter
called "the said company") of the other part After reciting various
agreements in relation to patents granted to the said Thomas Alva
Edison and various specified or referred to and the payment to him
by the said company of the sum of Two thousand pounds on
the second of August One thousand eight hundred and seventy
nine and the sum of Ten thousand pounds on the twenty
fourth of November One thousand eight hundred and seventy nine
it was for the purpose therein mentioned agreed (Clause 1) that
the consideration to be paid by the said company to the said
Thomas Alva Edison for the said patents should be a royalty
during the continuance of the said patents or of any patent
for any substantial improvements of a sum equal to the amount
of dividend actually divided between the shareholders of the said
company in any year after payment to them of a dividend at
the rate of five pounds per centum per annum And that the
royalty should be payable yearly at the same time that the
only or so the case might be the last payment for the next
year in respect of such dividend was paid: Provided that no
royalty should become due or be paid or under the provisions of
Clause 2 be credited in any year until after a dividend at the
rate of five pounds per centum per annum on the capital for the
time being actually paid up should have been paid in such year
and also such further dividend as should be necessary to make up the
deficiency of such dividend in any prior year or years And (Clause
2) that the said company should pay to the said Thomas Alva
Edison the further sum of Ten thousand pounds by way of further
advance on account of the payments contemplated in Clause 1 by
means of the Promissory Notes therein specified on the thirtieth
of June One thousand eight hundred and eighty and the thirty first
of December One thousand eight hundred and eighty And that
no further sum in respect of the said royalty should be
paid by the said company to the said Thomas Alva Edison
until the said royalty should have made up the said sum of
Five thousand pounds Ten thousand pounds and Ten thousand
pounds with interest computed from the date of payment thereof
respectively at the rate of five pounds per centum per annum
on the said sum of Two thousand pounds Ten thousand pounds
and Ten thousand pounds or on such part thereof as on the
first of January in each year should not have been made up

And of Clause 6) that ^{the} ~~the~~ extent of said amalgamation is therein mentioned taking place between the said Company and the Glasgow Subscription Company of Glasgow limited the sum of Ten thousand pounds paid by the Glasgow Company to the said Thomas Allen Edison by way of advanced money should be deemed and taken as a further payment by the said Company by way of advanced money and all the provisions of Clause 2 should extend and apply to that sum as well as to the said sum of Five thousand pounds Ten thousand pounds and Ten thousand pounds therein mentioned **And** WHEREAS George Edward Howard and other persons have become and are interested through or under the said Thomas Allen Edison and together with him in various shares in the royalty and further advances of Ten thousand pounds and all other (if any) the monies interests benefits and advantages to which the said Thomas Allen Edison is or may be entitled by virtue of the said Agreement of the day of

One thousand eight hundred and eighty at which are hereinafter referred to by and included in the term "the said benefit" **And** WHEREAS for the sake of convenience it is considered expedient that the said benefit should be assigned to a trustee to be held and disposed of by him in trust for the said Thomas Allen Edison and the said George Edward Howard and such other persons as aforesaid in the proportions and manner and with and subject to the powers and provisions hereinafter declared and contained **Now** the said **Edison** WHEREAS that in consideration of the premises the said Thomas Allen Edison doth hereby assign the said benefit And all his right title claim and demand of and upon the same and every part thereof unto the said Alfred George Rendshaw his executors administrators and assigns And for the better and more effectually receiving the said benefit the said Thomas Allen Edison doth hereby appoint the said Alfred George Rendshaw his executors administrators and assigns the Attorney or Attorneys of him the said Thomas Allen Edison in his name or otherwise to request enforce and receive payment delivery and assignment of the said benefit and every of them and every part thereof and from the said Company or any other Company Corporation or person or persons who may be or become liable to pay deliver or assign the same respectively and to give effectual receipts and discharges for the same respectively and to sign the name of the said Thomas Allen Edison to every or any deed document or instrument the signing whereof in relation to or connexion with the premises shall be necessary or convenient and generally to do or cause to be done all things necessary or convenient in or about the premises as effectually as the said Thomas Allen Edison could have done if those persons had not

been executed And it is hereby agreed and declared that the said Alfred George Kershner his executors administrators and assigns or other the Trustee or Trustees for the time being of these presents shall stand possessed of the said benefits and premises in trust for the person or persons now or for the time being interested therein and in the shares and proportions thereof in which he or they shall for the time being be so interested and to be disposed of as he or they shall direct But so that no person or persons shall be recognized as having or have any interest therein except a person or persons holding a Certificate or Certificates signed by the Trustee or Trustees for the time being of his or their interest and of the shares and proportions thereof And also signed by such person or persons in token of his or their assent to the trusts powers and provisions of these presents or except persons claiming through him or them by request representation or assignment the particulars of which shall have been formally notified in writing to the Trustee or Trustees for the time being And it is hereby further agreed and declared as follows:-

1. And whenever any question shall arise with respect to the notification or allocation of the said Dividend of the said One thousand eight hundred and eighty, or of any Dividend which may have been previously entered into for, manifesting and attesting the same or otherwise with respect to the relations duties or liabilities between the said Company and the said Thomas Allen Edison or all or any of the holders of the said Certificates such question shall so far as regards the interests of the holders of the said Certificates be arranged or settled in such manner in all respects as the holders for the time being of the said Certificates shall by a majority of at least two thirds of such holders residing in person or by proxy in proportion to their respective shares in the said benefits direct and approve of And after such direction or approval it shall be the duty of the said Trustee or Trustees and he and they is and are hereby fully empowered to arrange and settle the same accordingly And every such arrangement or settlement shall be binding and conclusive upon all the holders of the said Certificates.
2. The Trustee or Trustees shall at all times keep a Book and therein record the particulars of all Certificates granted by him or them and of all Requests Representations or assignments duly notified to them as aforesaid And such Book shall at all reasonable times be open to the inspection of any holder of a Certificate or his duly authorized Agent -
3. The Trustee or Trustees shall reimburse himself or themselves or pay and discharge out of the trust premises all expenses incurred in or about the execution of the trusts or powers of these presents

The trustee or trustees shall also from time to time be empowered for his or their trouble and time by payment out of the Trust premises or otherwise of such sums as any such majority of the holders of the said certificates voting as aforesaid shall think fit and any such payment out of the said trust premises shall be binding and conclusive upon all holders of certificates -

The said Alfred George Renshaw and every future trustee who shall be a solicitor may by himself or his firm act as solicitor to the trust premises and to the trustee or trustees for the time being and shall be entitled to charge and shall be paid for business done by him as a solicitor in respect of the trust premises in the same manner as if he had not been a trustee.

4. No trustee or trustees shall be answerable or accountable except only for his or their own personal acts receipts neglects or defaults or shall be liable for any banker solicitor or other person whom or into whose hands any trust premises may be deposited or come or for any loss incurred in transmission through the post or otherwise or for any other involuntary losses.
 5. In case of the death or desire to be discharged or refusal or inability or the incapacity to act of the said Alfred George Renshaw or any other trustee or trustees the executor or co-executor administrator or administrators of the Trusts so dying desiring to be discharged refusing or becoming unfit or incapable to act shall appoint a new trustee of these presents in his place.
 6. All or any of the powers or provisions herein contained may be altered or modified and substituted or new or additional powers or provisions ascribable to these presents and the subject matter hereof may be declared by any such majority of the holders of the said certificates voting as aforesaid and shall be as binding and conclusive upon all the holders of the said certificates as if the same were contained in these presents.
- In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Signed sealed and delivered by the
above named

T. A. E.

(To be executed by Ross
Edison before the British
Consul)

Draft

No.

This is to certify that A. B.
 of _____ is entitled to one equal
 share of and in the benefits and property comprised
 in an Indenture dated the _____ of 1880
 and made between J. A. C. of the one part and
 A. G. R. of the other part, and thereby vested in the
 said A. G. R. upon trust for the holders of such
 Certificates as therein mentioned of which this Certificate
 is one -

Dated this _____ day of _____ 1880

(Signed by Trustees)

Signed by said A. B. in token
 of his assent to the trusts powers
 and provisions of the above mentioned
 Indenture this _____ of _____
 1880 in the presence of

A. B.

Note. Every person claiming to be entitled to the
 benefit of this Certificate by bequest representation or
 assignment must formally notify in writing his title thereto
 to the Trustee or Trustees for the time being of the above
 mentioned Indenture before he can be recognized as having or
 can have any interest in the said Trust benefit and property.

[ATTACHMENT]

The proposed form of edit

W. H.

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END

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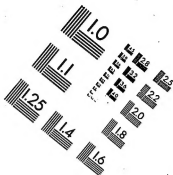
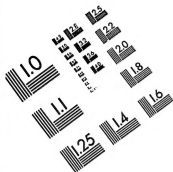
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Centimeter



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